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ABSTRACT

The collective bargaining agreement between the University of Cincinnati and the University of Cincinnati Chapter of the American Association of Univeristy Professors is presented. Items covered in the agreement include: recognition and description of bargaining unit; academic freedom; non-discrimination; affirmative action plans; academic appointments and tenure; promotion, tenure and reappointment; initial appointments; academic department heads; salaries; workloads; fringe beneifts and released time. Also covered are part-time and geographic full-time faculty members, academic leave and special duty assignments, professional and personal leave, grievance procedure, governance of university, and termination. (SPG)

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ED154724

Agreement
between
University of Cincinnati
and
AAUP, University of Cincinnati Chapter

September 1, 1977
to
August 31, 1979

U S DEPARTMENT OF HEALTH
EDUCATION & WELFARE
NATIONAL INSTITUTE OF
EDUCATION

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PREAMBLE

The intent of this Agreement entered into by and between the Board of Trustees of the University of Cincinnati and the University of Cincinnati Chapter of the American Association of University Professors is to provide the members of the Bargaining Unit and the University of Cincinnati with a collective bargaining agreement which will contribute to a healthy and viable institution of higher learning capable of supporting a quality program of teaching, research and public service. This Agreement seeks to maintain educational excellence, facilitate effective faculty participation, assure fair and reasonable conditions of employment and provide techniques and procedures for the peaceful adjustment of disputes should they arise.

ARTICLE 1
RECOGNITION AND DESCRIPTION OF BARGAINING UNIT

The University recognizes the AAUP as the sole collective bargaining agent for the purpose of bargaining with the University with respect to wages, hours and other conditions of employment for employees in the following classifications:

All faculty members in all colleges (plus the Graduate Department of Community Planning, the Observatory, the Division of Professional Practice, and the Division of Career Planning and Placement) holding regular (that is, unqualified) titles of Professor, Associate Professor, Assistant Professor and Instructor, including persons appointed on an academic year or annual basis who hold field service, adjunct or other part-time titles who devote, according to the appointment form A-124, 65% or more of their working time to instruction, Assistants to the Dean, if they meet the 65% instructional test, Heads, Directors, Chairpersons and Coordinators of Departments and Division Heads and Librarians I, II and III but excluding persons holding faculty titles or ranks in the Reserve Officers Training Corps or the Tanners' Research Council. Administrators at the level of Assistant Dean and above (Associate Dean, Vice Dean, Dean, Vice Provost, University Dean, Assistant Vice President, Associate Vice President, Vice President or President, even if they hold regular academic ranks or titles) shall be excluded.

In the College of Medicine, all full-time faculty members who receive their salary through the University--those who hold strict and geographic full-time academic positions in that College--but excluding affiliated full-time faculty and Clinical or part-time faculty are members of the Bargaining Unit.

ARTICLE 2
ACADEMIC FREEDOM

The University of Cincinnati has had a long tradition of and a deep commitment

to academic freedom. The welfare and strength of the University and of society at large depends upon the free search for truth and its free expression. The University shall continue to be pledged to recognize and protect full freedom of inquiry, teaching and research not only in the classroom and libraries but in other facets of campus life. The right of academic freedom shall be the right of every faculty member and librarian.

The University shall also continue to recognize that each faculty member and librarian is a citizen, and a member of a learned profession. When he or she speaks or writes as a citizen he or she shall be free from institutional censorship or discipline. A faculty member or librarian shall be free in his or her public utterances or activities to identify his or her University affiliation so long as no false impression of University sponsorship or endorsement would be created.

ARTICLE 3
NON-DISCRIMINATION

The University, the Administration, University administrative personnel, the AAUP, or members of the Bargaining Unit shall not discriminate against any Bargaining Unit member or against any applicant for employment in the Bargaining Unit for reasons of race, creed, marital status, color, age, sex, sex-orientation, religion, national origin, physical or mental handicap, disabled veteran or veteran of the Vietnam Era, or membership in or activity on behalf of or against the AAUP.

The University, the Administration, University administrative personnel, the AAUP, or members of the Bargaining Unit shall not discriminate against or in favor of any Bargaining Unit member or against or in favor of any applicant for employment in the Bargaining Unit because of that person's relationship either in blood or by law, with any employee or member of the Board of Trustees of the University. However, no persons shall be employed or promoted to a position within the Bargaining Unit if the result would be that a unit head and a member of his or her immediate family (i.e., spouse, child, parent, brother, sister) would be members of the same unit.

ARTICLE 4
AFFIRMATIVE ACTION PLANS

Both the University and the AAUP agree to the importance of developing and implementing non-discriminatory and affirmative action employment policies with respect to Bargaining Unit members. In order to facilitate the creation and implementation of such policies the administration shall provide proposed plans or revisions to a committee whose membership shall be named by the Faculty Senate. The committee shall have the opportunity to make recommendations to the President or his representative prior to the University's submission of future affirmative action plans or before the revision of present plans. After submission of its recommendations, if the committee desires to have a meeting on the matter, the President or his representative

shall meet with the committee and give his response to the committee's recommendations if requested to do so by the chairperson of the committee. Copies of the current affirmative action plans and revisions thereof shall be maintained in every college and library office and shall be available there for inspection.

ARTICLE 5
ACADEMIC APPOINTMENTS AND TENURE

After the expiration of a probationary period as defined below, a faculty member shall be terminted or shall have indefinite tenure, in which case his or her service shall be terminated only for adequate cause except in the case of retirement for age or because of financial exigency declared by the Board of Trustees, pursuant to Article 28, Retrenchment Under Conditions of Financial Exigency, or because of elimination of a program, department or college pursuant to Article 29, Termination Because of Discontinuation of a Program, Department, College, or Library. There shall be no tenure quotas in any college or department or academic unit or in the University as a whole.

The rules and principles which shall govern regular appointments and tenure of faculty members shall be as follows:

1. Notice and precise terms of appointment, reappointment, non-reappointment, promotion and tenure conditions shall in each case be given to the individual concerned in writing by the Dean of the college or school concerned.

2. Professors shall be appointed on indefinite tenure to retirement age, unless otherwise stipulated at the time of appointment. Professors may, under special circumstances, be initially appointed for a term of three years without tenure. The reappointment of a Professor at the expiration of an initial three year term shall be accompanied by a grant of indefinite tenure.

3. Associate Professors shall be appointed for a term of either three or five years unless granted indefinite tenure. The reappointment of an Associate Professor at the expiration of an initial five year or a second three year term shall be accompanied by a grant of indefinite tenure. Indefinite tenure also may be granted prior to the expiration of a term appointment.

4. Assistant Professors initially shall be appointed for a term of two years and may be reappointed for additional terms of one, two or three years to a maximum total of seven years. Beginning with appointment to the rank of full-time Instructor or a higher rank after September 1, 1973, the probationary period for continuous full-time service may not exceed seven years. Except for Assistant Professors initially appointed to that rank by the Board prior to its meeting of October 3, 1967, and except for special circumstances involving persons

appointed after that date, persons initially appointed as Assistant Professor shall not be eligible for indefinite tenure at that rank. Persons initially appointed as Instructors may be eligible for tenure at the rank of Assistant Professor.

5. Instructors shall be appointed for a term of one year and may be reappointed each year for a maximum total of seven years. Beginning with appointment to the rank of full-time Instructor or a higher rank, after September 1, 1973, the probationary period of continuous full-time service may not exceed seven years. No person may gain indefinite tenure at the rank of Instructor.

6. The probationary periods for Associate Professors, Assistant Professors and Instructors described above may be modified by the appointee's period of prior service at another institution. When a candidate for employment has such prior service, the matter of how such prior service shall be treated with respect to shortening the probationary period shall be discussed with the candidate prior to appointment, and the credit which shall accrue because of such prior service, if any, shall be explicitly stated in the letter of appointment.

7. At the expiration of the terms of appointment or reappointment set forth above, the promotion to a higher rank, retention at the same rank or termination of service of the appointee shall be determined by the Board upon recommendation of the President of the University. Except for Instructors, promotion to a higher rank shall carry with it indefinite tenure in the higher rank unless the terms of the promotion otherwise provide, even though the full probationary period for the previous rank may not have been satisfied at the time of promotion. Notice of intention to recommend reappointment or non-reappointment to the Board of Trustees shall be given in writing not later than the following dates: (a) Not later than March 1 of the first academic year of service, if the appointment expires at the end of that year; or if a one year appointment terminates during an academic year, at least three months in advance of its termination; (b) Not later than December 15 of the second academic year of service, if the appointment expires at the end of that year; or, if an initial two year appointment terminates during an academic year, at least six months in advance of its termination; (c) Not later than September 1 (or at least twelve months before the expiration of an appointment) after two or more years of full-time service.

8. In appropriate circumstances, persons employed by the University in connection with special grants for research or for other projects limited in time may be appointed to an appropriate faculty following procedures outlined in Article 7, paragraph 1.

9. Nothing herein contained shall prevent the more rapid advancement of persons of exceptional ability whose accomplishments and value to the University justify their earlier promotion.

10. Promotion shall be based upon criteria related to the responsibilities and functions of the academic unit of which the individual is a member. These criteria shall be established with the fullest participation of members of the faculty and publicized within each unit. These criteria should reflect the appropriate application and commitment to and competence in teaching, research and scholarship, public and professional service, and University service.

11. Regular academic appointments shall always be from the beginning of the academic year. Any appointment made during an academic year between September 1 and December 31 shall be counted, for the purpose of entitlement to academic leave and as part of the non-tenured period of service, as commencing on September 1 of that year. An appointment made during an academic year on January 1 or thereafter shall not be counted for the purpose of entitlement to academic leave or as part of the non-tenured period of service until the start of the first full year of service.

12. The conclusion of a binding agreement by a faculty member to accept an appointment elsewhere shall be forwarded by prompt written notice to his Dean or equivalent. A faculty member should not resign in order to accept other employment as of the end of the academic year, later than May 15 or thirty (30) days after receiving notification of the terms of his continued employment the following year, whichever date occurs later. It is recognized that emergencies will occur and, in such event, the faculty member may ask his Dean (or equivalent) to waive this requirement and the faculty member should conform to his or her decision. This paragraph shall not apply to a faculty member who has received notice of termination pursuant to Article 28, Retrenchment Under Conditions of Financial Exigency, or Article 29, Termination Because of Discontinuation of a Program, Department, College, or Library.

13. The rules and principles which shall govern appointment of Librarians shall be as follows:

A. Notice and precise terms of appointment, reappointment, non-reappointment, promotion and continuous appointment shall in each case be given to the individual concerned in writing by the appropriate Library Administrator.

B. Positions held by librarians shall be classified and performance in those positions reviewed consistent with current University personnel policies.

C. Classification of positions shall be determined by the appropriate Library Administrator, and, after review and comment by the Committee on Review, forwarded to the appropriate Vice President for review and action.

1. Librarians on the staff at the time this Agreement is ratified may appeal their position classifications to the Committee on Review within sixty (60) days after ratification.

2. The Committee on Review shall forward its recommendations regarding changes in position classifications to the appropriate Library Administrator within one hundred-fifty (150) days after ratification of this Agreement.

3. Librarians who feel their position responsibilities have changed may request a review of the classification of their position. The request for review should be submitted in writing to the appropriate Library Administrator. The appropriate Library Administrator shall follow the procedures set forth in Section J. Those responsible for the review shall endeavor to complete the review within the following time limits. The appropriate Library Administrator will forward the request to the Committee On Review within ten (10) days of the receipt of the request. The Committee on Review shall return the request with recommendations to the appropriate Library Administrator within thirty (30) days. The appropriate Library Administrator shall then forward the request and supporting documentation to the appropriate Vice President within ten (10) days. The Vice President shall then have thirty (30) days to accept or reject the request. The appropriate Library Administrator shall be responsible for notifying the librarian of the decision regarding the request for reclassification.

D. Initial appointment of librarians shall normally be for a period of twelve (12) months. Appointments shall always be from the beginning of the academic year. Any appointment made during an academic year between September 1 and December 31 shall be counted, for the purpose of notification of reappointment or non-reappointment, entitlement to study and research leave and as part of the probationary period of service, as commencing on September 1 of that year. An appointment made during an academic year on January 1 or thereafter shall not be counted for the purpose of notification of reappointment or non-reappointment, entitlement to study and research leave or as part of the probationary period of service. A review shall take place at an appropriate time which may result in reappointment for one year or non-reappointment. Notice of intention to recommend reappointment or non-reappointment to the Board of Trustees shall be given in writing no later than March 1 of the first appointment year.

E. If reappointed to a second one-year term, a review shall take place at an appropriate time which may result in non-reappointment or reappointment for terms of not less than two years or more than five years. Notice of intention to recommend reappointment or non-reappointment to the Board of Trustees shall be given in writing no later than December 15 of the second appointment year.

F. Librarians holding multi-year appointments shall be reviewed during the ninth month of the penultimate year of the appointment. If recommended for non-reappointment, notice shall be given in writing not later than twelve (12) months prior to the expiration of the appointment. If reappointed after seven years of service, the librarian shall be granted a continuous appointment. Librarians holding continuous appointments shall be reviewed every three (3) years for the purpose of professional development.

1. Librarians holding continuous appointments may be terminated only for adequate cause except in the case of financial exigency declared by the Board of Trustees pursuant to Article 28 or because of elimination of a library or library department pursuant to Article 29.

2. Proceedings to terminate a librarian on continuous appointment may be initiated on the recommendation of the appropriate Library Administrator and/or the Committee on Review.

3. Rules and procedures governing termination proceedings for a librarian on continuous appointment shall be in accordance with those specified for Type I cases under Article 26 of this Agreement.

G. Upon ratification of this contract, all librarians presently on the staff hired prior to July 1, 1970, shall be granted continuous appointment effective September 1, 1977. Those librarians hired on or after July 1, 1970, but prior to July 1, 1975, shall be granted a three year appointment effective September 1, 1977. Those librarians hired on or after July 1, 1975, shall be granted a one year appointment effective September 1, 1977, which shall be considered a second one year term appointment within the meaning of paragraph E, above.

H. Librarians presently on the staff who receive one year appointments upon ratification of this contract shall be reviewed in February, 1978, according to the procedures specified in paragraph J, below. Notice of intention to recommend reappointment or non-reappointment to the Board of Trustees shall be given in writing no later than April 1, 1978.

I. Upon ratification of this contract, the librarians shall elect from among their members a Committee on Review consisting of at least one librarian from the Medical Center. The Committee shall set its own rules and procedures except as defined or limited by provisions elsewhere in this Agreement.

J. Reappointment, non-reappointment, and/or continuous appointment shall be recommended by the librarian's immediate supervisor following an interview with the librarian being reviewed. This recommendation, along with all

relevant documentation, shall be forwarded to the Committee on Review, which considers all documents in the librarian's review file and makes a recommendation to the appropriate Library Administrator, who shall then forward the documentation and his or her recommendation to the appropriate University Vice President for review and action.

K. Librarians who demonstrate professional, scholarly or service achievements over a period of time may be recognized by the conferral of one of the following professional ranks independent of position classification: Assistant Librarian, Associate Librarian, Senior Librarian.

1. Appointment and promotion among the professional ranks shall be based upon criteria reflecting the appropriate application and commitment to and competence in librarianship, research and scholarship, public and professional service, University service and teaching (when appropriate). The criteria shall be established with the fullest participation of librarians and publicized throughout the library systems.

2. A librarian may be nominated for a professional rank or a promotion to a higher rank by him or herself, an appropriate Library Administrator or the Committee on Review.

3. All such nominations shall be submitted to the Committee on Review for its consideration; the Committee shall then forward its recommendation to the appropriate Library Administrator.

4. Upon ratification of this Agreement, nominations for the conferral of initial professional rank titles, to be effective September 1, 1978, may be considered by the Committee on Review following establishment by librarians of criteria for each rank. The Committee on Review shall forward all nominations and recommendations to the appropriate Library Administrator.

5. Librarians who have demonstrated professional, scholarly, or service achievements at another institution may be recognized by receiving, at the time of initial appointment, a professional rank to be effective not earlier than September 1, 1978. A nomination for initial appointment with professional rank shall be submitted to the Committee on Review for its consideration. The Committee shall then forward its recommendation to the Library Administrator.

L. The normal contract year for librarians shall be September 1 through August 31. Librarians who desire to be appointed on a ten-month (two months leave without pay) basis rather than on a twelve-month basis shall

make application in writing for the same to the Library Administrator by March 1 of the preceding academic year. The Library Administrator shall render a decision by June 1.

ARTICLE 6
PROMOTION, TENURE AND REAPPOINTMENT

1. Recommendations relative to tenure and/or promotion, continuous appointment for librarians, reappointment and length of each reappointment shall be initiated by the department or comparable unit based upon procedures developed by the members of the department or comparable unit. These recommendations shall be forwarded by the Department Head or Head of a comparable unit to the college promotion and tenure committee--or equivalent committee--where such a committee presently exists or is brought into being, or to the Dean; from the college promotion and tenure committee, or equivalent committee, to the Dean; and from the Dean or Library Administrator to the appropriate Vice President.

2. Decisions at all levels shall be based upon criteria previously adopted (including agreement at the appropriate Vice Presidential level) and distributed by the college or department involved.* When a Review Committee, a Dean, a Library Administrator or a higher administrative officer makes a recommendation contrary to the recommendation by the initiating unit, that unit shall be informed of the different recommendation within ten (10) days.

3. Each candidate for promotion, tenure, continuous appointment, or reappointment shall be informed expeditiously in writing whenever a negative written recommendation is made at any step in the recommendation process prior to the Board of Trustees' consideration. If the negative recommendation is made by a departmental committee or by the Department Head, the Department Head will give notice of such negative recommendation and will inform the candidate of his or her rights as provided under this Article within ten (10) days. In all other cases, the Dean or Library Administrator will give notice of such recommendation, identify the level at which the negative recommendation was made and inform the candidate of his or her rights as provided under this Article within ten (10) days.

In the case of a recommendation for non-reappointment which has the effect of a recommendation for non-reappointment, these rights shall include (a) an oral summary by the Dean or Library Administrator of reasons for the negative recommendation; (b) upon written request a written statement of reasons to be

*The Vice Presidents shall complete their review of the criteria as early as possible but not later than April 1, 1978. The criteria shall be distributed no later than May 1, 1978. This provision shall be in effect no later than September 1, 1978. In the interim criteria previously used shall remain in effect.

provided within ten (10) days by the responsible administrative officer at the level at which the negative recommendation is made; and (c) access to and inspection of the candidate's personnel file. In all other cases, the rights shall include the right to an oral summary by the Dean or Library Administrator of the reasons for the negative recommendation and access to and inspection of the candidate's personnel file in accordance with University policies on access to personnel files.

4. In the case of a recommendation for non-reappointment or a negative recommendation on tenure or continuous appointment which has the effect of a recommendation for non-reappointment, the candidate affected shall be guaranteed the right to reconsideration at the first level at which the recommendation for non-reappointment or termination occurs. In order to exercise this right, the candidate shall be given ten (10) days to request the reasons after having been informed in writing of the negative recommendation. The responsible administrative officer shall provide the written reasons within ten (10) days. Within ten (10) days after having received the written reasons, the candidate shall be able to request a reconsideration of the negative decision and shall be able to submit information which he or she believes may be important in such reconsideration. The candidates shall be informed of the results of the reconsideration within twenty (20) days following submission of the request. The time limit on the candidate requesting reasons mentioned in this paragraph shall apply only if the candidate wishes to exercise his or her right for reconsideration as described in this paragraph.

5. If new material becomes available during the process of consideration of a candidate for promotion, tenure, continuous appointment, or reappointment, the candidate may add such material to the documentation being used in the recommendation process at any time up to March 1 of the year in which the Board of Trustees acts on the final recommendation. When the addition of new material relates to reconsideration, the March 1 deadline shall not be applicable.

ARTICLE 7
INITIAL APPOINTMENTS

1. The appointment of a full-time faculty member to an academic unit shall normally be based on a recommendation initiated within and approved by the faculty of the academic unit involved, using procedures developed within the unit. In unusual circumstances which the Dean of the college shall explain to the academic unit, the Dean may initiate a recommendation provided that the faculty of the academic unit involved has been consulted prior to the forwarding of the recommendation, and has had the opportunity to consider other candidates. Regardless of the foregoing, in the case of the initial appointment to the faculty of an academic unit of a person who is being appointed to an administrative position of Assistant Dean or above as described in Article 1, Recognition and Description of Bargaining Unit, the faculty

appointment shall be referred to the faculty of the academic unit by the Dean of the college or higher administrative officer and shall be subject to the approval of the faculty of the academic unit.

2. In those instances in which the Dean and the academic unit cannot agree on the appointment recommendation (the academic unit using procedures developed within the unit), the responsible academic Vice President at the request of either the Dean or the academic unit, shall constitute a committee consisting of a faculty member elected from the academic unit involved, two faculty members selected from academic units of related disciplines, and two other persons of recognized stature in the discipline of the academic unit; the latter four shall be selected by the responsible Vice President after consultation with the academic unit. This committee shall be responsible for resolving the difference.

3. This Article is not applicable to an initial appointment of a Department Head.

4. The selection and initial appointment of librarians shall be based on the recommendation of search committees, which include representation of the staff of the library systems involved. Such committees shall consist of, but not be limited to, the following: the immediate supervisor of the position to be filled and two librarians, the latter elected by the librarians of the appropriate library system using procedures developed by the librarians of the library system. When appropriate, an individual in the University community outside the library systems and/or one non-professional in the library unit or department where the vacancy exists may be appointed by the Library Administrator and/or the search committee to serve on the search committee.

5. In those instances in which a committee and the Library Administrator cannot agree on the appointment recommendation, the matter shall be referred back to the search committee either for reconsideration or for a further search and recommendation.

ARTICLE 8
ACADEMIC DEPARTMENT HEADS

Academic unit heads bearing the title of Department Head, Division Head, or Director shall be appointed by the Board upon the recommendation of the President of the University, for a term designated by the by-laws of the college but to be not less than three (3) nor more than seven (7) years. Nominations to the President shall be made through the responsible Senior Vice President, by the Dean or Deans concerned, following their consultation with an ad hoc committee of faculty and students from the department concerned and from related departments, including at least two (2) faculty members elected by the department involved. Not later than the

end of the penultimate year of an incumbent's term a similarly constituted ad hoc committee shall review progress in the department and ascertain whether the Head wishes to continue to serve. The ad hoc committee shall then recommend either reappointment of the incumbent for an additional term or that a successor be appointed. The successor shall be recommended either by the ad hoc review committee or by a new ad hoc committee, similarly constituted.

The Board of Trustees may remove an incumbent academic unit head from the headship or directorship upon a determination that his or her performance is inadequate for the assignment. A recommendation for removal shall be initiated by the Dean of the college involved following consultation with the faculty of the academic unit involved and the individual.

ARTICLE 9
COMPENSATION

1. *Salary Adjustments for 1977-78*

A. *Across-the-Board Increase*

Each member of the Bargaining Unit who was a member of the Bargaining Unit on June 30, 1977 shall receive a salary increase effective September 1, 1977 for the period September 1, 1977 to August 31, 1978. The amount of this increase shall be 4% of the 1976-77 base salary of each Bargaining Unit member plus $200.00.

B. *Promotional Increase*

Each Bargaining Unit member receiving a promotion effective in 1977-78 shall receive, effective September 1, 1977, an additional increase of one thousand dollars ($1000.00) or six and one-half percent (6.5%) of his or her 1976-77 base salary, whichever amount is larger. This promotion increase shall be in addition to whatever increase may be received because of the across-the-board increase, but prior to determining whatever increase may be necessary to establish the minimum salaries for the particular academic rank provided in Article 11, Minimum Salaries.

C. *Merit Increase*

Each college or library shall receive an additional sum equal to one-half percent (.5%) of the total 1976-77 academic year base salaries of continuing Bargaining Unit members within the college or library. This total sum shall be distributed among continuing Bargaining Unit members within the college or library. This amount shall be in addition to that which is available to continuing Bargaining Unit members because of the across-the-board increase or increase which is necessary to establish minimum salaries at each rank.

2. *Salary Adjustments for 1978-79*

A. *Across-the-Board Increase*

Each member of the Bargaining Unit who was a member of the Bargaining Unit on June 30, 1978 shall receive a salary increase effective September 1, 1978 for the period September 1, 1978 to August 31, 1979. The amount of this increase shall be 5% of the 1977-78 base salary of each Bargaining Unit member plus $300.00.

B. *Promotional Increase*

Each Bargaining Unit member receiving a promotion effective in 1978-79 shall receive an additional increase of one thousand dollars ($1000.00) or six and one-half percent (6.5%) of his or her 1977-78 base salary, whichever amount is larger. This promotional increase shall be in addition to whatever increase may be received because of the across-the-board increase, but prior to determining whatever increase may be necessary to establish the minimum salary for the particular rank as provided in Article 11, Minimum Salaries.

C. *Merit Increase*

Each college or library shall receive an additional sum equal to one-half percent (.5%) of the total 1977-78 academic year base salaries of continuing Bargaining Unit members within the college or library. This total sum shall be distributed among continuing Bargaining Unit members within the college or library. This amount shall be in addition to that which is available to continuing Bargaining Unit members because of the across-the-board increase or increase which is necessary to establish minimum salaries at each rank.

3. *Procedures for Determining Merit Increases*

Each unit shall establish in a democratic manner procedures for recommending merit pay increases. These procedures may include elected committees in departments or divisions to make recommendations to Department Heads or Chairpersons when appropriate. Recommendations are to be forwarded to the responsible budget authority in cases where they are at variance with the recommendations of the Department Head or Chairperson.

The Dean or other responsible budget authority shall establish in a democratic manner procedures to assist in determining allocation of funds for merit to the various departments in the unit. Nothing in the above shall be construed as a limitation on the right of the Dean or other responsible budget authority to make recommendations on merit pay increases.

4. *Professional Rank Increases for Librarians*

Librarians who are designated Senior Librarians as of September 1, 1978 shall receive an additional salary increase in the amount of $800 effective September 1,

1978. Librarians who are designated Associate Librarians as of September 1, 1978 shall receive an additional salary increase of $500 effective September 1, 1978. Librarians who are designated Assistant Librarians as of September 1, 1978 shall receive an additional salary increase of $300 effective September 1, 1978.

ARTICLE 10
INCREASES FOR PART-TIME AND GEOGRAPHIC FULL-TIME FACULTY MEMBERS

Members of the Bargaining Unit who are part-time or geographic full-time and who were also members of the Bargaining Unit on June 30, 1977 shall receive a salary increase for the academic year 1977-78 which is four percent (4%) of their 1976-77 academic year base salary, plus a percentage of the $200 which is equivalent to the percentage of their working time given in service to instruction, as stated on their A-124 appointment form. The same percentage shall apply to promotion increases.

Members of the Bargaining Unit who are part-time or geographic full-time and who were also members of the Bargaining Unit June 30, 1978 shall receive a salary increase for the academic year 1978-79 which is five percent (5%) of their academic year base salary, plus a percentage of the $300 which is equivalent to the percentage of their working time given in service to instruction, as stated on their A-124 appointment form. The same percentage shall apply to promotion increases.

The percentage of service shall be determined by the college in which the Bargaining Unit member serves. Disputes arising over this determination shall be settled pursuant to the Grievance Procedure Article and, if necessary, the Disputes and Arbitration Article of this Agreement.

ARTICLE 11
MINIMUM SALARIES

In addition to the general and merit salary increases referred to in Article 9, Compensation, there shall be salary adjustments effective September 1, 1977, as may be necessary to meet the following requirements:

The minimum base salary, effective September 1, 1977, for Bargaining Unit members shall be as follows:

Professor	$19,800
Associate Professor	15,700
Assistant Professor	12,600
Instructor	10,500
Librarian III	16,500
Librarian II	13,500
Librarian I	11,000

These minima shall not apply to geographic full-time or part-time Bargaining Unit members. This schedule shall apply both to members of the Bargaining Unit who were members of the Bargaining Unit in the spring quarter of the academic year 1976-77 and to members of the Bargaining Unit hired thereafter. Any Bargaining Unit member's salary increases and promotional increases shall be brought to the appropriate minimum.

ARTICLE 12
OVERLOADS, EXTRA COMPENSATION

Effective September 1, 1977, extra payment for overload teaching will be paid in accordance with the following schedule:

Rank	Per Credit Hour Per Quarter
Professor	$220
Associate Professor	$210
Assistant Professor	$200
Instructor	$190

Effective September 1, 1978, extra payment for overload teaching will be paid in accordance with the following schedule:

Rank	Per Credit Hour Per Quarter
Professor	$240
Associate Professor	$230
Assistant Professor	$220
Instructor	$210

ARTICLE 13
MEDICAL INSURANCE

1. The University shall provide for Bargaining Unit members a single or family plan at their election and assume the total cost of Blue Cross Comprehensive 365-Day, Most Prevalent Room Allowance, Dependent Children to age 25, Maternity Benefits for Single, Female Employees. Diagnostic Service and Emergency Care Rider and Extended Care Facility Rider, and Blue Shield Usual, Customary and Reasonable Charges (U.C.R.), 365-Day In-Hospital Medical benefits including the following riders: Dependent Children to age 25, Diagnostic Service and Emergency Care and Maternity Benefits for Single, Female Employees. Effective December 1, 1977, the University shall also provide a prescription drug rider to this coverage.

2. Effective December 1, 1977, the University shall provide for Bargaining Unit members a single or family plan at their election and assume the total cost of Major Medical Insurance with the same benefits as exist within the present Major Medical Insurance Plan which includes an overall maximum of $250,000 for each covered person; an annual deductible of $100 eligible charges for each of two covered persons in a family unit; 80% of eligible charges paid by the insurance and 20% paid by the participant; children covered to age 23 if they are dependent and students.

ARTICLE 14
HEALTH MAINTENANCE PLAN

As an alternative to Blue Cross and Blue Shield and Major Medical Insurance, the University shall make available to Bargaining Unit members the option of membership in the Health Maintenance Plan of Cincinnati. For those Bargaining Unit members electing this option, the University shall make a contribution toward the cost of this option as the University would otherwise make if the Bargaining Unit member were covered by Blue Cross and Blue Shield and Major Medical, as provided in Article 13, Medical Insurance.

ARTICLE 15
DENTAL INSURANCE

Except as set forth below the University shall provide the opportunity for members of the Bargaining Unit to elect optional dental insurance with a $100 deductible provision for themselves and their families. The full cost of this insurance will be paid by those members making the election. A carrier for this insurance shall be chosen by a special committee consisting of three representatives appointed by each of the parties to this Agreement. Should all potential carriers deemed acceptable by the Committee require a minimum number of persons to elect this coverage before making it available, then this benefit is conditioned upon such a minimum number making such an election.

ARTICLE 16
LIFE INSURANCE

The University agrees to provide for Bargaining Unit members a term life insurance plan equivalent to that currently in existence, and to continue to pay one-half the cost of this insurance. This plan includes insurance in the amount equal to two times the annual base salary not to exceed $75,000; an accidental death and dismemberment benefit provided in an amount equal to the amount of life insurance provided but not to exceed $60,000; if loss of life should occur as the result of riding as a

passenger in or upon a public conveyance being operated by a common carrier for passenger service, the amount of benefits otherwise payable shall be doubled. In the event of total disability before age 60 the amount of life insurance up to $40,000 exclusive of accidental death and dismemberment will be continued without further payment of premium; on or after the 60th birthday and before the 65th birthday, such life insurance will be continued in force for one (1) year without further payment of premium.

ARTICLE 17
DISABILITY INSURANCE

The University agrees to continue for the benefit of members of the Bargaining Unit, a total disability insurance policy equivalent to that currently in force with the Teachers Insurance and Annuity Association of America with the same eligibility rules as presently in effect and to share in payments toward the cost of that insurance according to the existing schedule.

ARTICLE 18
RETIREMENT PROGRAMS

1. Members of the Bargaining Unit appointed after July 1, 1977, shall participate in the State Teachers Retirement System of Ohio with eligibility and contributions as determined by regulations of said retirement system.

2. Bargaining Unit members appointed prior to July 1, 1977, who elected to participate in the Expanded Teachers Insurance and Annuity Association of America retirement system shall make periodic contributions with the University according to the following schedule:

A. For eligible individuals the following contributions will be made by the University.
12.25% on first $8,000 of salary
15.75% on salary between $8,001 and $16,500
10.00% on salary over $16,500
0.10% on first $16,500 for retirement plan waiver in event of disability.

B. In addition, eligible individuals shall contribute a minimum contribution as follows:
5.55% of the first $8,000 of salary
9.55% on salary between $8,001 and $16,500
6.00% on salary over $16,500
2.30% on first $16,500 for survivor benefits

C. For the purpose of contributions for individuals participating in the Expanded Teachers Insurance and Annuity Association of America retirement system after July 1, 1977, when a percentage increase in the contribution rates to to the State Teachers Retirement System is required for either University or individual contributions, the exact same percentage increase will be added to the Expanded TIAA annuity contributions.

D. The term "Salary" as used in paragraph B, above, shall mean the regular base salary on a mandatory basis and, on an optional basis, all additional university compensation for services rendered, provided that the election for contributions on the additional compensation must be for all additional compensation and such election can only be made or revoked at the beginning of a calendar year.

3. A joint committee will be appointed to study and make recommendations with respect to the relationship of the TIAA and STRS retirement programs. The committee will be composed of three members appointed by each of the parties to this Agreement.

ARTICLE 19
ADDITIONAL COMPENSATION

In the event that the Administration wishes to make salary or fringe benefit adjustments which are more favorable than those called for in this Agreement to any individual member of the Bargaining Unit for purposes of matching a bona fide offer from a rival institution, of correcting inequities not otherwise dealt with in this Agreement, or of rewarding outstanding professional contributions, it is free to do so. Care will be taken to insure that such professional contributions are clearly above and beyond those typically recognized through the merit increase program. When such individual adjustments are made, the Administration shall inform the AAUP of the adjustments within forty-five (45) days thereof, and shall state the reasons with specific documentation leading to the adjustment. The funds used for such adjustments shall not decrease the amounts available to other members of the Bargaining Unit as provided for by the provisions of this Agreement.

ARTICLE 20
ACADEMIC LEAVE AND SPECIAL DUTY ASSIGNMENTS

1. *Academic Leave*

The following provisions shall represent policies with respect to academic leave for faculty members.

A. Academic Leave may be granted by the Board of Trustees on recommendation of the President, for purposes of intellectual and professional enrichment promising to serve the best interests of the University.

B. Except in emergency or unusual cases, personnel applying for academic leave shall file their requests with the appropriate academic unit head by October 1 of the year preceding the academic year in which the leave is intended to begin. The Dean must forward all requests for leave, with his or her and the academic unit head's recommendation to the Senior Vice President and Provost or the Senior Vice President and Director of the Medical Center, as appropriate.

C. Academic Leave may be granted to Assistant, Associate, and full Professors according to the following provisions:

1. After seven years of full-time service, a leave of three consecutive quarters at two-thirds salary, except for those faculty members whose service shall consist of seven twelve-month contracts, a leave of four consecutive quarters at two-thirds salary. In lieu of the above, a faculty member may elect to apply for two consecutive quarters of Academic Leave at full pay.

2. Up to one year of full-time service in the rank of Instructor may be counted toward eligibility for Academic Leave.

2. *Study and Research Leave for Librarians*

The following provisions shall represent policies with respect to Study and Research Leave for librarians.

A. Study and Research Leave may be granted by the Board of Trustees on recommendation of the President, for purposes of intellectual and professional enrichment promising to serve the best interests of the University.

B. Except in emergency or unusual cases, librarians applying for Study and Research Leave shall file their requests with the appropriate academic unit head or Library Administrator by October 1 of the year preceding the academic year in which the leave is intended to begin. The Library Administrator or Dean must forward all requests for leave with his or her recommendation and the unit head's recommendation to the Senior Vice President and Provost or the Senior Vice President and Director of the Medical Center, as appropriate.

C. Study and Research Leave may be granted to librarians after seven (7) full years of service according to the following schedule: (1) leave of one academic quarter at full salary; (2) leave of two academic quarters at two-thirds salary; or (3) a leave of three academic quarters at one-half salary.

3. All Bargaining Unit members who are granted Academic Leave or Study and Research Leave shall:

A. Upon completion of the leave, the Bargaining Unit member shall submit to the Dean or Library Administrator, a report detailing the attainments of the individual while on leave.

B. Following completion of any leave, future eligibility shall be determined from the time of return from such leave.

C. A person granted leave shall not, except by special permission of the Board on recommendation of the President, accept remuneration during the period of leave other than that paid him by the University and any prizes or awards that may be given to him or her.

D. A person on leave shall receive any salary increase, promotion, award of indefinite tenure, or, in the case of librarians, continuous appointment which he or she would have received had he or she remained in residence.

E. Except in cases where University regulations require an earlier retirement, all leaves shall be granted with the understanding that the recipient is obligated to return to the University for at least one academic year immediately following the period of leave.

F. A person on leave shall receive all fringe benefits to which he or she would have been entitled if not on leave. All benefits which are based on salary, except retirement, shall be calculated on the regular base salary which the person would receive if he or she were not on leave. Contributions for retirement shall be based on the leave salary paid by the University. However, the Bargaining Unit member may at his or her option raise all fringe benefits to their full level upon payment by the individual of the costs thereof.

4. *Special Duty Assignments*

It is recognized that from time to time it may be advantageous to an individual and to the University for Bargaining Unit members to be released from instructional duties and assigned special duties in connection with specific research, scholarly or creative programs. The Dean or Library Administrator must forward all requests for Special Duty Assignments, with his or her and the unit heads' recommendations to the Senior Vice President and Provost or the Senior Vice President and Director of the Medical Center, as appropriate. The terms and conditions of such Special Duty Assignments shall be mutually agreed upon by the individual and the Administration.

Normally Special Duty Assignments are for one (1) academic quarter and approved only after four (4) years of full-time service at the University of Cincinnati.

ARTICLE 21
PROFESSIONAL AND PERSONAL LEAVE

The parties to this Agreement recognize that policies permitting leave of absence without pay for professional purposes or for personal reasons may at times be beneficial to both the individual and the University. The following provisions shall represent policies with respect to Professional Leaves and Personal Leaves without pay.

1. *Professional Leave*

Bargaining Unit members may at any time request a Professional Leave of absence without pay for from one quarter t. one full academic year to participate in work in the field of education, research or other p.ofessional activities related to University responsibilities. Under appropriate circumstances leaves or extensions thereof may continue through a second year. Such leave requests shall be submitted in writing to the unit head, at least ninety (90) days in advance of the date the proposed leave shall begin. The request shall state the reasons for the leave, the period of absence, and the date of return. Upon recommendation of the unit head and subject to the concurrence of the Dean or Library Administrator, a leave of absence without pay may be granted by the Board on recommendation of the President. Extensions of Professional Leave shall be handled in a similar manner.

A person on Professional Leave shall receive any salary increase which he or she would have received had he or she not been on leave. A person on Professional Leave shall be eligible to receive any promotion or award of indefinite tenure or, in the case of librarians, continuous appointment for which he or she would have been eligible had he or she not been on leave. However, the individual who receives such leave shall have the option of waiving the leave in consideration of years counted toward tenure or continuous appointment. Fringe benefits shall be provided by the University to persons on professional leave, on the same basis as if the person were not on leave, unless these are provided through the circumstances of the leave. A person on Professional Leave shall have the right to use University facilities, and to apply for unit funds or funds administered by the University Educational Council or the University Research Council under the same conditions as if the person were not on leave.

At the time a request for Professional Leave is submitted, the Bargaining Unit member shall indicate his or her desire for counting the quarters of Professional Leave among those quarters needed to qualify for Academic Leave, Study and Research Leave, or Special Duty Assignments, and he or she shall give the reasons why such leave shall be so counted. Prior to the submission of the recommendation of the leave request to the Board, the appropriate academic Vice President shall inform the individual as to whether the recommendation shall include the right to use the quarters of Professional Leave toward qualifying for Academic Leave, Study and Research Leave, or Special Duty Assignments.

2. *Personal Leave*

Bargaining Unit members may at any time request a Personal Leave of absence without pay for up to one year for reasons including, but not limited to public service, child rearing, or family needs. Such leaves may be initiated by submitting a written request to the unit head. The request shall state the reason for the leave, the period of absence, and the date of return. Upon the recommendation of the unit head, and subject to the concurrence of the Dean or Library Administrator, a leave of absence without pay may be granted by the Board on recommendation of the President. The President shall inform the individual making the request within four weeks of the submission of the request what his recommendation to the Board shall be. Renewal requests up to a maximum of two years may be submitted by the same procedure.

A Bargaining Unit member on Personal Leave shall have the option of waiving the leave year(s) in consideration of years counted toward tenure or, in the case librarians, continuous appointment.

A person on Personal Leave shall have the right to participate in any or all fringe benefits except for retirement for which he or she would have been eligible if not on leave. Such benefits shall be provided upon payment by the individual of the full costs thereof.

3. *Vacation Leave for Librarians*

Librarians in the Bargaining Unit shall be granted paid vacation leave annually from July 1 to June 30 according to the following formula: one and five-sixths (1 and 5/6) days of earned vacation for each month worked during the vacation year. Vacation time may be accrued from year to year for a maximum of three (3) years. A maximum of sixty-six days (66) may be so accrued.

After one year of service, librarians leaving the employ of the University shall be entitled to compensation at his or her current rate of pay for all accrued vacation leave up to sixty-six (66) days.

Permanent part-time librarians who are members of the Bargaining Unit shall receive proportionate vacation leave.

ARTICLE 22
SICK LEAVE

1. A Bargaining Unit member who is unable to attend to his or her duties because of personal illness, injury, exposure to contagious disease which could be communicated to others, or because of illness, injury or death in his or her immediate family, may utilize accumulated sick leave to cover absence from duty. The member shall immediately notify his or her academic unit head or library unit head, as the case may be, and advise of the estimated duration of absence.

2. Disability or illness caused or contributed by pregnancy, miscarriage, abortion, childbirth or recovery therefrom shall be treated as any other illness or disability.

3. Effective July 1, 1977 Bargaining Unit members will accumulate sick leave at the rate of fifteen days per year (1.25 days for each month) including paid academic leave and paid military or sick leave.

A. Bargaining Unit members appointed prior to July 1, 1977, with more than eight (8) years of service (either at the University of Cincinnati or at another public agency in Ohio) will receive accumulated sick leave for the actual number of years of service times fifteen (15) days per year, minus the number of days used, or 120 days, whichever is greater.

B. Bargaining Unit members appointed prior to July 1, 1977 with eight (8) years of service or less (either of the University of Cincinnati or at another public agency in Ohio) will receive 120 days of accumulated sick leave.

C. Bargaining Unit members appointed July 1, 1977 and thereafter will accumulate sick leave at the rate stated above.

4. Sick leave may be used during any period of time in which the Bargaining Unit member is under contract to perform services for the University. A Bargaining Unit member may use a maximum of 120 days accumulated sick leave for a single illness or injury. After 120 days sick leave for a single or continuing illness or injury, the Bargaining Unit member is eligible for benefits under the University's Total Disability Insurance Plan provided he or she has elected coverage as specified in Article 17 of this Agreement. All uses of sick leave must be reported on the appropriate University forms.

5. The University may, from time to time, while a Bargaining Unit member is on sick leave require a statement from his or her physician as to his or her continued disability and illness.

6. Persons on sick leave shall receive their regular compensation during the period of leave, as well as any salary increases, promotion, award of indefinite tenure, or any other rights which they would have received individually or as a member of the Bargaining Unit had they not been on such leave.

7. Upon retiring from active service with the University, after ten (10) years or more of service to the University of Cincinnati, a Bargaining Unit member shall be compensated in an amount not to exceed one-fourth of the accrued but unused sick leave credit to a maximum of thirty (30) days. Bargaining Unit members with twenty-five (25) or more years of service to the University of Cincinnati at the time of retirement are eligible for one-half of the accrued but unused sick leave credit to a

maximum of sixty (60) days. This payment will be based upon the individual's rate of pay at the time of retirement. The payment for sick leave under the policy outlined in this paragraph eliminates all sick leave credit accrued by a Bargaining Unit member at the time of retirement. In the case of a person who is re-employed after retirement, any accumulated sick leave from previous employment would be eliminated by the operation of this paragraph. The provisions of this paragraph shall apply to Bargaining Unit members who retire on or after July 1, 1977.

8. The University agrees to comply with the Federal and State Veterans Employment Acts with respect to military leave.

ARTICLE 23
SPECIAL OR EMERGENCY LEAVES

It is recognized that from time to time it may be advantageous to an individual and to the University to grant special or emergency leaves for purposes, time periods, and under circumstances other than those described in prior provisions of this Agreement. Such leaves may be requested by a Bargaining Unit member and granted if supported by the unit head, Dean, Library Administrator, and academic Vice President. The terms and conditions of such leaves shall be mutually agreed upon by the individual and the Administration.

ARTICLE 24
PROFESSIONAL TRAVEL

1. *Eligibility for Travel*

A. To be eligible for reimbursement for reasonable travel expenses a Bargaining Unit member must qualify under one or more of the following categories:

1. Be requested by the Dean to represent the college in some official capacity.

2. Read a prepared or invited paper at a meeting of a recognized professional organization.

3. Serve as a major officer of a recognized professional organization and be required to participate actively in a regularly called meeting of such organization.

B. Bargaining Unit members who have been awarded a grant which includes travel funds or who otherwise have access to travel funds that do not come from general University funds shall use these funds in compliance with the terms of the granting source, and shall not be restricted by the terms in paragraph 1.A above.

C. Members of the Bargaining Unit who do not qualify under conditions specified under paragraph 1.A above, but who wish to attend a meeting of a recognized professional organization shall have the right to be reimbursed by the University for all or part of the cost of attendance every other year. In general this shall mean a reimbursement for costs up to one hundred dollars ($100.00).

2. *Rules for Travel*

A. In receiving funds for professional travel faculty members shall follow the Rules for Reimbursement of Expenses for Travel on Official University Business and shall be compensated as specified in those Rules.

B. The Rules for Reimbursement of Expenses for Travel on Official University Business shall contain the following provisions unless Board of Regents' policies require other limitations, in which case Board of Regents' policies shall apply:

1. The University contribution for daily expenses for room, meals, and transportation shall be:
   a. A twelve dollar ($12.00) per diem meal allowance, unless a greater amount has been justified and approved in advance of travel authorization. The separate meal allowance will be a per diem rate, payable without receipts, and would not include tips. Days when less than three meals are consumed should be pro-rated. Meals which are part of a registration fee should be included in the calculation of the per diem rate or any pro-ration.
   b. The actual cost of lodging.
   c. A transportation allowance of sixteen cents (16¢) per mile or such other amount as authorized by state law for private automobile usage or the most economical air transportation cost.

3. *Funds for Travel*

Bargaining Unit members who qualify for reimbursement for travel to a professional meeting under paragraph 1.A or 1.C above may request funds from their college travel budget. The sum of general funds travel budgets for all colleges shall not be decreased below the amount allocated for the 1976-77 academic year during the life of this Agreement. A committee of six persons, three of whom shall be designated by the AAUP and three of whom shall be designated by the Administration, shall review the general funds travel budgets of the colleges on an annual basis. The committee shall recommend reallocation or an additional allocation of funds to ensure that the college general funds travel budgets are at the level of $100 per Bargaining Unit member, provided that it is determined that a need for this level of funding exists.

ARTICLE 25
RELEASED TIME

1. The University shall grant up to thirty-six (36) quarter hours, or twelve (12) one-quarter courses in the period covered by this Agreement for use by the President of the UC Chapter, AAUP, the Chairman of the Contract Implementation Committee, the Chairman of the Bargaining Council, and members of the Negotiating Team when released time is requested with at least twenty-one (21) days notice through the President of the AAUP to the Office of the Senior Vice President and Provost.

2. The Dean of the College involved will be informed of the request by the University. The specific release from teaching duties will be worked out between the individual requesting released time and the appropriate Dean or Department Head consistent with the special abilities of the individual and the teaching mission of the unit involved. However, no one faculty member should be released from more than one (1) class per quarter. Approval of the Dean of the College must be obtained as to the particular class from which the faculty member is to be released.

ARTICLE 26
GRIEVANCE PROCEDURE

1. *General*

The grievance procedure set forth in this Article shall be available to resolve grievances that arise between a member of the Bargaining Unit and the Administration concerning personnel matters including alleged violations of academic freedom, decisions not to promote, grant tenure, or in the case of librarians grant continuous appointment or reappointment, and the dismissal of a Bargaining Unit member during the term of his or her appointment or any time during a tenure appointment or continuous appointment. This grievance procedure shall also be available to resolve other grievances that arise involving all other matters which are not covered by Article 33, Disputes and Arbitration. In addition, college and library grievance committees and the University Faculty Grievance Committee have jurisdiction over cases arising under the notice requirements of Article 5, Section 7 and Section 13 of this contract, all other language to the contrary notwithstanding.

2. *Committees*

A. Committees shall hold a full evidentiary hearing on each grievance after receipt and acceptance of the grievance in writing. A committee may appoint an ad hoc fact-finding panel to gather such information as the committee feels may be of assistance in preparing for a hearing. Committees shall take a written transcript or tape recording of their proceedings. A written record of each

committee's recommendation, including reasons, shall be kept in the committee's files, and a copy transmitted to all parties in the dispute and to the President of the AAUP. The grievant and/or his or her representative must be present at the hearing.

B. *College Grievance Committee.* Each college shall have an elected Faculty Grievance Committee, advisory to the Dean, composed of faculty in the college. At least one committee member shall be non-tenured at the time of his or her election to the committee. The college faculty shall set its own rules with regard to the size of the committee, the method of nomination and election to the committee, the length of terms of office, method of filling vacancies, method of choosing a chairperson, and eligibility for re-election. The committee shall prepare its own agenda and establish its own rules, except as limited in Paragraph A of Section 2 of this Article.

C. *Librarians' Grievance Committee.* The librarians shall elect from their members a Librarians' Grievance Committee with at least one librarian from the Medical Center Libraries. The committee shall make its recommendations to the Library Administrator, indicated by the specific case. The committee shall prepare its own agenda and establish its own rules, except as limited in Paragraph A of Section 2 of this Article.

D. *University Faculty Grievance Committee.* There shall be a University Faculty Grievance Committee, advisory to the President, composed of seven (7) faculty members who are members of the Bargaining Unit, five (5) of whom shall be tenured and two (2) of whom shall be non-tenured at the time of their election to the Committee.

Nominations for membership on the Committee shall be made by the Faculty Senate, which shall be obligated to include names of any faculty member who may have been nominated by a petition supported by twenty-five (25) faculty signatures. The list of nominees shall be disseminated to the faculty prior to the May meeting of the University Faculty. Additional nominations may be made from the floor at the meeting. Members of the Committee shall be elected by secret ballot of faculty members eligible to vote for Faculty Senate members. This election shall be conducted at a single polling place in each college on a day designated by the Chairperson of the Faculty as soon as practicable after this May meeting.

The term of office of Committee members shall be two (2) years. Any vacancy in the membership of the Committee caused by death, resignation or by other reasons shall be filled by appointment by the Chairperson of the Faculty Senate until the next May University Faculty Meeting. After two (2) consecutive terms on the Committee, a member may not serve another term until after an interval of two (2) years.

The University Faculty Grievance Committee shall elect its own Chairperson who shall serve for a term of one (1) year. The Chairperson may succeed himself or herself. The Committee shall prepare its own agenda and establish its own rules with respect to the quorum necessary to transact business.

3. *Jurisdiction*

Grievance committees described in this Article must hear all grievances described herein as Type I and Type II; however, a Type III grievance shall be dismissed unless at least one less than a majority of the members of the committee vote to accept it.

Type I. Type I is any matter leading to the dismissal of a Bargaining Unit member during the term of his or her appointment or at any time during a tenured or continuous appointment, except dismissals which result because of the termination of a program, department, college, or library or because of the declaration of a financial exigency, as covered in Article 28, Retrenchment Under Conditions of Financial Exigency, and Article 29, Termination Because of Discontinuation of a Program, Department, College or Library.

Type I cases shall be handled as follows: when reason arises to question the fitness of a faculty member who has tenure or whose term of appointment has not expired, or of a librarian on continuous appointment or whose term of appointment has not expired, the appropriate administrative officer shall ordinarily discuss the matter with him or her in personal conference. The matter may be terminated by mutual consent at this point; but if an adjustment does not result, the matter will be referred to the University Faculty Grievance Committee, and will be handled in accordance with the procedures suggested as guidelines and agreed to in principle by both the Association of American Colleges and the American Association of University Professors in the 1958 Statement on Procedural Standards in Faculty Dismissal Procedures.

Type II. Type I involves the decision not to reappoint, promote grant tenure or continuous appointment to a Bargaining Unit member who alleges that academic freedom violations are significantly connected with the decision or that the procedures used in reaching the decision leading to the grievances were applied in an improper or discriminatory manner.

Type III. Type III involves all other grievances that arise between a Bargaining Unit member and the Administration covered by this Article.

4. *Time Limits*

A. In grievances arising from a decision not to reappoint, promote, grant tenure, or grant continuous appointment, the time requirements of this section shall

begin to run when the Dean of the college or Library Administrator involved makes or sustains a negative recommendation relative to promotion and/or tenure or continuous appointment and reappointment, or when a University administrator outside of the college or library system of the Bargaining Unit member makes a negative recommendation relative to promotion and/or tenure or continuous appointment and reappointment, and written notice of such negative recommendation is given to the Bargaining Unit member involved.

B. However, the filing of a request for reconsideration of a negative recommendation pursuant to Article 6, Section 4 shall stay action at a higher level. If the request for reconsideration involves a negative recommendation of a Dean, Library Administrator. or higher authority, the time for filing a grievance begins to run when the request for reconsideration has been acted upon and the Bargaining Unit member has been given written notice of the action. This restriction shall not prevent administrative action to meet the appropriate notice requirements of Article 5, Section 7, and Section 13.

C. When a grievance is filed at the college level or with the Library Grievance Committee, consideration by the appropriate Vice President shall be stayed until a recommendation is made by the College or Library Grievance Committee and it is acted upon by the College Dean or Library Administrator. This restriction shall not prevent administrative action to meet the appropriate notice requirements of Article 5, Section 7 and Section 13.

D. When a grievance arises from a decision or action of a departmental or college committee or administrator (e.g., department head, dean, etc.) the faculty member shall present his or her grievance in writing to his or her College Faculty Grievance Committee with a copy to the AAUP President, the College Dean, and the appropriate University Vice President within thirty (30) days after learning of the action giving rise to the grievance. The Committee shall also make a recommendation to the Dean of the college within thirty (30) days of the receipt of the grievance. The Dean shall have ten (10) days from the receipt of the Committee's recommendation in which to accept or reject the recommendation or otherwise deal with the matter, and so to inform the grievant in writing. If the Dean's action fails to resolve the grievance, or should ten (10) days elapse without a response from the Dean, the grievant shall then have thirty (30) days in which to bring the case to the University Faculty Grievance Committee and to inform the AAUP President and the appropriate University Vice President of this action.

E. When a grievance arises from a decision or action of a library committee or Library Administrator, the librarian shall present his or her grievance in writing to the Librarians' Grievance Committee with a copy to the AAUP President and the Dean or Library Administrator within thirty (30) days after learning of the

action giving rise to the grievance. The Committee shall also make a recommendation to the Dean or Library Administrator within thirty (30) days of the receipt of the grievance. The Dean or Library Administrator shall have ten (10) days from receipt of the Committee's recommendation in which to accept or reject it or otherwise to deal with the matter, and so inform the grievant in writing. If the action of the Dean or Library Administrator fails to resolve the grievance, or should ten (10) days elapse without a response from the Dean or Library Administrator the grievant shall then have thirty (30) days in which to bring the case to the University Faculty Grievance Committee and to inform the AAUP President and the appropriate University Vice President of this action.

F. The University Faculty Grievance Committee shall endeavor to make a recommendation to the President within sixty (60) days of the receipt of the grievance. The President shall act upon the Committee's recommendation within thirty (30) days from the receipt of the Committee's recommendation if such recommendation is received by him between September 1 and June 1 of the year; if it is received by him between June 1 and August 31, he shall act upon it within forty-five (45) days.

G. When a grievance arises from a decision or action of a University administrator outside of the college or library system of the Bargaining Unit member, the Bargaining Unit member shall present his or her grievance in writing to the University Faculty Grievance Committee with a copy to the AAUP President and the appropriate University Vice President within thirty (30) days after the grievant has knowledge of the action giving rise to the grievance. The Committee shall proceed as is provided elsewhere in this Article.

H. In the event the Administration fails to answer any grievance within the specified time limits, the grievant may proceed to the next step.

5. *Rights of the AAUP*

The AAUP President shall be notified in advance of all formal steps of the grievance procedure herein described and shall promptly receive copies of all correspondence between the grievant and the Administration, including the decisions of all Committees. Such decisions shall contain a statement of all issues as well as a statement on the resolution of the matter. The AAUP President shall also have the right to be present or to designate a representative to be present at all hearings and at all meetings between the grievant and the Administration, except where the grievant objects. If agreed to by the grievant, the AAUP may represent the grievant before a College or Library Grievance Committee or the University Faculty Grievance Committee. No settlement of a grievance may violate any provisions of this Agreement.

6. *Limitations*

The procedures and time limits set forth in this Article must be followed in order for a Bargaining Unit member to avail himself or herself of the grievance procedure. The failure to file a grievance within the appropriate time limit of any dispute or grievance from which no appeal is taken within the time specified shall be deemed waived or resolved. Any time limit may be extended by mutual agreement between the parties in writing for a mutually agreed upon period of time.

7. *Review*

In the event that the President's disposition of a recommendation of the University Faculty Grievance Committee is contrary to the Committee's recommendation and the AAUP wishes to proceed further it shall so advise the President and he shall return the case to the Committee with objections specified. In such event the Committee shall reconsider, taking into account the stated objections and receive new evidence if necessary. It shall frame its decision and communicate it to the President in the same manner as before.

ARTICLE 27
GOVERNANCE OF THE UNIVERSITY

1. The University Faculty shall have the right to consider matters affecting the University and shall be able to make available to the Administration, to the Board, and to the AAUP, its aid, advice and counsel.

2. Each college faculty shall have the right to advise, aid and counsel the Dean of the College on matters affecting the College and University. Each college faculty may have, at its option, an elected faculty committee to exercise the powers of the college faculty in the interim between its meetings.

3. Each department faculty shall have the right to advise, aid and counsel the academic unit head on matters affecting the Department, College and University. The department faculty may, at its option, have an elected faculty committee to exercise the powers of the department faculty in the interim between its meetings.

4. The faculty shall have a voice through faculty representatives elected for that purpose at the departmental, college and University level in the formulation of long-range plans and in decisions relating to their implementation. Similarly faculty representatives elected for that purpose shall have a voice at the departmental, college and University level where decisions relating to the use and creation of existing or prospective physical resources are being made.

5. The parties to this Agreement recognize the University Senate, the Student Senate, and the Faculty Senate and the by-laws which govern their relationship with the University.

6. With respect to faculty priorities in those areas not specifically dealt with through the collective bargaining process both parties to this Agreement recognize the Faculty Senate as the primary governance body representing the faculty which shall have the right to advise the President and the Vice Presidents.

7. Well in advance, but at least ninety (90) days, before the final budget recommendations of the President to the Board, procedures shall be established by the Administration in consultation with the Faculty Senate, for reviewing the existing budget and for reviewing requests of the individual Vice Presidents for changes in their budgets. Upon written request the Faculty Senate shall have access to financial information which is relevant and necessary and can reasonably be made available, including monthly budget summaries.

8. Librarians shall have the right to advise, aid and counsel the supervisor/director/library unit head on matters affecting the department, library and library systems, and University. This right shall include a voice through elected representatives in the formulation of long-range plans and in decisions relating to the use and creation of existing or prospective physical resources. The librarians in each library system may, at their option, have an elected committee to exercise the powers of the librarians in the interim between their meetings.

9. It is the intention of both parties to support the role of existing governance bodies in the affairs of the University.

ARTICLE 28
RETRENCHMENT UNDER CONDITIONS OF FINANCIAL EXIGENCY

1. Should the Administration anticipate a financial exigency (an imminent financial crisis which threatens the institution as a whole) which may result in retrenchment of faculty (which as used in this Article is defined as termination of tenured faculty or termination of untenured faculty during the period of their appointment), the data upon which this anticipation is based, including the amount of savings which it deems is necessary to effect, shall be presented to the AAUP. It shall also provide such additional data which may be available and which the AAUP may request within the seven (7) days following that presentation. The Administration and the AAUP shall then agree to submit either a joint recommendation or separate recommendations to the Board of Trustees as to whether a condition of financial exigency exists. Both the Administration and the AAUP agree to not submit a recommendation to the Board of Trustees, and the Board of Trustees shall not accept recommendations from either

party, until thirty (30) days after the Administration has presented to the AAUP the data referred to in the first sentence of this Article upon which its anticipation of financial exigency is based, but not sooner than fifteen (15) days after the giving of any additional data the AAUP may have requested as provided above. Discussion by the Board leading to Board action on the question of financial exigency must take place in a public meeting. Retrenchment of faculty may not take place until the formal declaration of financial exigency has been made by the Board of Trustees, which must include a statement of the amount of money needed to relieve the exigency.

2. Following a declaration of financial exigency, a joint Financial Exigency Committee shall be formed and shall consist of seven members appointed by the Administration and seven members appointed by the AAUP.

All appointments shall be made within seven (7) days after the formal declaration of financial exigency. If such appointments have not been made within such seven (7) day period the members of the Committee who have been named within the seven (7) days shall constitute the Committee, and proceed as set forth hereinafter. The purpose of the Financial Exigency Committee shall be to develop recommendations to provide sufficient savings for relieving the exigency. The Committee shall have sixty (60) days within which to develop recommendations unless such time is extended by the Board of Trustees.

3. In developing recommendations for relieving the exigency, the Committee shall use the following criteria and principles:

A. The Committee shall first investigate ways to relieve the exigency by means of exhausting the possibilities of immediately initiating mechanisms for raising additional funds or of reallocating current general funds; provided, however, that designated funds generated by a particular college shall not be considered as available for transfer outside the college.

B. Before retrenchment of faculty, budgets shall be cut or activities eliminated or reduced which (a) are not self-supporting (that is gifts, grants, contracts, or income from endowments designated for or other funds produced by that activity are less than the expense of that activity excluding tuition remission), or (b) are not in direct support of academic programs, or (c) are not essential for the continued operation of the academic program of the University.

C. When retrenchment in academic programs becomes necessary, due consideration shall be given to providing for students enrolled in those programs to complete the requirements of the program.

D. Before the final recommendations are made with respect to the termination

of faculty, the Committee shall first notify the faculty members in each academic unit to be affected and shall consider alternate solutions which that academic unit may propose for effecting an equivalent reduction in its budget.

E. As to order of retrenchment, in the event that retrenchment of faculty is necessary:

1. Normal attrition is the preferred approach to the extent that it will assist in relieving the financial exigency. The teaching of overloads in a particular discipline shall be eliminated, unless this would result in a serious distortion of the academic program in that discipline. Part-time faculty members shall be released before any full-time, non-tenured faculty member is released, unless this would result in a serious distortion of the academic program in which the part-time or full-time, non-tenured are engaged. Part-time and full-time, non-tenured members shall be released before any full-time, tenured faculty member is released, unless this would result in a serious distortion of the academic program in which the part-time, full-time, non-tenured and full-time, tenured faculty members are engaged. The Committee shall also follow the principle that if there is a choice between retaining a full-time faculty member or part-time faculty member, preference shall be given to the full-time faculty member, unless the part-time faculty member's contribution is necessary to the educational program of the department and cannot be provided by a full-time faculty member.

2. If the recommendation does not involve the discontinuation of a program, department, or college, but would result in the termination of tenured faculty members and the retention of non-tenured faculty members, such recommendation shall contain those arguments which demonstrate that the specific order of retrenchment is necessary to avoid a serious distortion of the academic program where the non-tenured members are retained and that no serious distortions are created in the program where the tenured faculty members are released.

3. If a recommendation involves the discontinuation of a program, department, or college, the Committee shall investigate at least those issues listed in paragraph 4 of Article 29, Termination Becuase of Discontinuation of a Program, Department, College or Library of the program, department, college or library it is proposed to terminate, and if the recommendation is to terminate, such recommendation shall set forth the reasons for the recommendation. Such reasons shall include statements regarding each of the issues listed in paragraph 4 of Article 29.

4. Anything in this Article to the contrary notwithstanding:

a. Non-tenured faculty members in a particular discipline shall be laid off before tenured faculty members in that discipline;

b. The Committee shall consider an order of retrenchment different from that listed above to take affirmative action goals into account;

c. The termination of a non-tenured or part-time faculty member shall not be required if his or her salary is wholly paid by restricted funds.

4. The Committee shall present its recommendations to the Board of Trustees in writing. Should a recommendation or recommendations represent the majority view of the Committee, the majority view shall be submitted to the Board. Any recommendation or recommendations sponsored by at least five (5) members of the Committee may also go to the Board. If there are no such minority recommendations then the majority recommendation shall include at least one alternative method of relieving the exigency.

5. The Committee may also investigate existing unrestricted funds and existing unrestricted fund balances and may make alternate recommendations for relieving the exigency or phasing out (as contrasted to abrupt discontinuation) of existing activities by use of such funds or fund balances; provided, however, that such alternate recommendations shall not require the transfer of designated funds generated by a particular college to any other college. Such recommendations shall represent an additional alternative to the complete and alternate plan for relieving the exigency as specified in paragraph 4.

6. The Board shall only consider such recommendations as it receives from the Committee and which have the sponsorship of at least five (5) members of the Committee. The Board may deliberate and accept or reject any or all of the recommendations of either the majority or minority of the Committee, but only at a public meeting at which faculty members and students may present their views. Faculty members and students who wish to make a presentation to the Board on any recommendation of the Financial Exigency Committee prior to a Board decision on the recommendation shall be afforded the opportunity to do so. In its deliberations and in making its final decisions concerning such recommendations, the Board shall apply the criteria and principles specified in paragraph 3. A recommendation as to faculty retrenchment not supported by at least a majority of the Committee shall be made effective only if supported by a majority of the entire membership of the Board.

7. The Committee shall make a good faith effort to arrive at its recommendations within the sixty (60) day period, or any extension thereof which may be granted by the Board. Should the Committee not make recommendations as required by paragraphs 2 and 4 and within the time period specified in paragraph 2, or the next to

the last sentence of this paragraph 7, or any extensions of this time period granted by the Board to the Committee, or if the recommendations are not sufficient to relieve the exigency, or if no Committee is appointed as provided in paragraph 2, the Board shall have the right to act on its own initiative as to faculty retrenchment but, nevertheless, shall apply the criteria and principles specified in paragraph 3, and shall in any case conduct its deliberations and arrive at its decisions at a public meeting with interested parties having the right to present their views. Should the Board not be able to relieve the exigency because of its rejection of the recommendations it receives from the Committee which have the sponsorship of at least five (5) members of the Committee, the Board shall return the matter to the Committtee which shall then have thirty (30) days to return with further recommendations. Provided that the Committee acts within the time period specified and provided the Committee provides an alternative plan to that presented previously, that will relieve the remaining exigency, this procedure shall continue until the Board acts finally to relieve the exigency.

8. A terminated faculty member shall have the right of review by the University Faculty Grievance Committee as to whether the criteria and principles of paragraph 3 have been properly applied in his or her case. The Grievance Committee shall present its findings to the Board for review.

9. If the appointment is terminated, the faculty member shall receive salary or notice in accordance with the following schedule: At least three months, if the final decision is reached by March 1 (or three months prior to the expiration) of the first year of probationary service; at least six months, if the decision is reached by December 15 of the second year (or after nine months but prior to eighteen months) of probationary service; at least one year, if the decision is reached after eighteen months of probationary service or if the faculty member has tenure but has not been a faculty member at the University for ten (10) or more years; at least the balance of the current academic year plus one additional year (but not less than eighteen (18) calendar months) if the faculty member has been a faculty member at the University for ten (10) or more years; provided nevertheless, and regardless of the foregoing, that no salary or notice is required beyond the term to which the faculty member has most recently been appointed.

10. Before retrenchment of faculty because of financial exigency, the University shall endeavor to place the affected faculty member in another suitable position within the University. The University may not fill a position in a discipline in which a tenured faculty member who has been terminated is qualified to teach for a period of five (5) years from the date of termination of service unless the position is first offered to that faculty member and he or she is given at least thirty (30) days to decide whether to accept or decline the position. A faculty member thus recalled shall be recalled with full tenure. The University may not fill a position in the discipline in which a non-tenured faculty member who has been terminated is qualified to teach for a period of two (2) years from the date of termination of service unless the position is first offered

to that faculty member and he or she is given at least thirty (30) days to decide whether to accept or decline the position. A faculty member thus recalled shall be recalled with the number of years of prior service at the University counting as part of his or her probationary period.

11. In the event of a conflict between the provisions of this Article and the provisions of any other Article of this Agreement, the provisions of this Article shall prevail; but nothing contained herein shall be construed as authorizing the amendment of this Agreement except by mutual consent of the parties.

12. A vacancy of the Financial Exigency Committee shall be promptly filled by the party which made the original appointment.

13. Except as otherwise provided herein, the foregoing provisions of this Article 28 shall be applicable to an anticipated financial exigency which may result in the retrenchment of librarians (which, as used in this article is defined as termination of librarians on continuous appointment or of librarians during the period of their appointment) and for this purpose "faculty" shall be deemed to include librarians and "academic unit" shall be deemed to include "library department."

A. Paragraph 3.E.1., 2., and 4. of this Article shall not apply to librarians. In the event that retrenchment of librarians is necessary, the order of retrenchment shall be as follows: Normal attrition is the preferred approach, to the extent that it will assist in relieving the exigency. Non-professional members of the library staff shall not be assigned professional tasks and shall not be hired, transferred or reassigned to fill a professional vacancy created by financial exigency. Volunteer workers shall not be assigned professional tasks and shall not fill a professional vacancy created by financial exigency. Part-time librarians shall be released before full-time librarians. Librarians shall be released in inverse order of their length of service. Exceptions to this order of retrenchment may be made only if the retention of an individual is necessary to assure the proper functioning of a library, library department or unit within a deparment.

B. Paragraph 10 of this Article shall not apply to librarians. The University may not fill the position of a librarian on continuous appointment who has been terminated for reasons of financial exigency for a period of five (5) years from the date of termination of service unless the position is first offered to that librarian and he or she is given at least thirty (30) days to decide whether to accept or decline it.

ARTICLE 29
TERMINATION BECAUSE OF DISCONTINUATION OF A PROGRAM, DEPARTMENT, COLLEGE, OR LIBRARY

Should the Administration make the judgment that the long-range educational mission of the University as a whole necessitates the discontinuation of a program, department, or college and that such discontinuation necessitates the termination of faculty members with tenure or who hold appointments extending beyond the time of the proposed termination, the Administration's reasons for this judgment shall be put in writing and shall be presented to those faculty members in the program, Department, or College which the Administration proposes to discontinue, to the Faculty Senate and to the AAUP at least sixty (60) days before the Administration makes a recommendation for discontinuation to the Board of Trustees. Should any of these groups wish to have representation, make arguments, or present materials to the Board prior to or at the time of this recommendation, they shall have the right to do so. More specifically:

1. The arguments which the Administration shall use in its recommendations, and the reasons which the Board shall consider, shall be based entirely on the consideration that the long-range educational mission of the University as a whole will be enhanced by the discontinuation. These reasons shall not include cyclical or temporary variations in enrollment, nor shall they be primarily based on possible financial advantages which might accrue should the discontinuation occur.

2. After receiving the Administration's recommendations and reasons and the response, if any, from the AAUP, the Faculty Senate, and/or the faculty in the program, department or college which it is proposed to discontinue, the Board may either decide to drop the matter, or it may decide that probable cause for discontinuation exists. In the latter case the Faculty Senate shall be informed and within fourteen (14) days the Senate shall select a committee with full authority to consider the Administration's recommendation.

This committee shall consist of five (5) faculty members, at least two of whom shall be members of the Faculty Senate. In addition, the AAUP shall have the right to appoint one non-voting member to the committee. In addition, the faculty in the program, department, or college proposed for discontinuation shall have the right to select one non-voting member to the committee who shall be outside of such program, department, or college.

3. Before final recommendations are made with respect to the discontinuation of a program, department, or college, the committee shall consult with the faculty members in the program, department, or college proposed for elimination.

4. The committee shall investigate at least each of the following issues:

A. the historical role and contributions of the program, department, or college in the University's educational, scholarly, and service

mission and those long-range circumstances which may have changed to alter that role and those contributions;

B. the dependence of other programs in the University on the program, department, or college proposed for discontinuation;

C. duplication elsewhere in the University of courses, research, or services offered through the program, department, or college, and possible organizational arrangements which might serve as alternatives to discontinuation;

D. arrangements which can be made to allow students enrolled in the program to satisfy degree or certificate requirements;

E. stature of faculty in the program, department, or college, and stature of alumni who have graduated from the program, department, or college, and possible consequences to the academic stature of the University through discontinuation;

F. the profile of ages, periods of service, and tenure status of faculty members within the unit and an estimate of their possible usefulness elsewhere within the University; and

G. possible arrangements for phasing out the program, department, or college as an alternative to abrupt discontinuation.

5. The Committee shall have sixty (60) days to complete this investigation and to make a final recommendation to the Faculty Senate. In this final recommendation the Committee shall address itself to the original reasons given by the Administration, and shall also include statements regarding each of the above issues, and any others the Committee shall find relevant. The Board may grant the Committee additional time if it finds it desirable.

The Faculty Senate shall have twenty-one (21) days within which to consider the recommendation and to vote its acceptance or rejection of the recommendation. The Committee's report and its recommendation shall be written and shall be transmitted to the Board with an indication of the Faculty Senate's vote on acceptance or rejection of the report. Should the Board, upon receipt of this report, wish to proceed with a consideration for discontinuation, it shall both discuss the issues involved and arrive at its decision at a public meeting at which all interested parties shall be afforded the opportunity to express their points of view. A recommendation of discontinuation not supported by the Committee or the Faculty Senate shall be made effective only if supported by a majority of the entire membership of the Board.

6. Should the Administration recommend the discontinuation of a program, department, or college, but should this discontinuation not be effected as required in the preceding paragraph, the Administration shall not again commence the procedure set forth in this Article recommending discontinuation of the same program, department, or college, for a period of at least two years from the date of the Board's rejection of the recommendation to discontinue.

7. Should discontinuation of a program, department, or college be effected, but over a period of time to allow students entered in the program to complete their requirements, normal attrition should be used to terminate faculty members in the first phases insofar as possible. Part-time faculty members in a program, department, or college which has been discontinued shall be released before full-time non-tenured faculty unless this would result in a serious distortion of the academic program. Non-tenured faculty members in a program, department, or college which has been discontinued shall be released before tenured faculty members in that program, department, or college are released.

8. If an appointment is terminated, the faculty member shall receive salary or notice in accordance with the following schedule: At least three months, if the final decision is reached by March 1 (or three months prior to the expiration) of the first year of the probationary service; at least six months, if the decision is reached by December 15 of the second year (or after nine months but prior to eighteen months) of probationary service; at least one year, if the decision is reached after eighteen months of probationary service; provided, nevertheless, that no salary or notice is required beyond the term to which the faculty member has most recently been appointed. A tenured faculty member with less than ten (10) years of full-time service will be permitted to complete the current year and, in addition, be given salary or notice for one (1) additional year. A tenured faculty member with ten (10) or more years of full-time service at the Universty will be permitted to complete the current year and, in addition, be given salary or notice for two (2) additional years. Regardless of any contrary provisions of this Article, no salary or notice shall be required to be paid or given beyond a faculty member's normal retirement date.

9. Before terminating a tenured faculty member or a non-tenured faculty member prior to the end of a period of appointment because of the discontinuation of a program, department, or college, the University shall endeavor to place the affected faculty member in another suitable position in the University. If placement in another position would be facilitated for a tenured faculty member by a reasonable period of training available at the University (not to exceed the required notification period referred to in paragraph 8 above) such training will be offered provided that no such period of training shall be required if the faculty is within three (3) years of his or her normal retirement age. Such training shall take place within the notification period referred to in paragraph 8 above, or at the University's option, after such period, in which event financial support will be proffered.

10. If an appointment is terminated before the end of the period of an appointment, or if a tenured faculty member is terminated because of the discontinuation of a program, department, or college, the University may not fill a position in a discipline in which a released faculty member is qualified to teach for a period of two years from the date of termination of service if the faculty member is untenured, or for a period of five years from the date of termination of service if the faculty member is tenured and is more than one year below his or her normal retirement age at the time of offer of reappointment, unless the released faculty member has been offered reappointment and has been given at least thirty (30) days within which to accept or decline the reappointment. A tenured faculty member thus recalled shall be recalled with full tenure rights.

11. A faculty member may appeal a proposed relocation or termination resulting from the discontinuation of a program, department, or college, and shall have the right to a full hearing by the University Faculty Grievance Committee subject to ultimate review by the Board.

12. Should the Administration make the judgment, based on the recommendation of the Dean or Library Administrator, that the long-range service mission of the library systems necessitates the discontinuation of a library and that such discontinuation necessitates the termination of a librarian(s) on continuous appointment or of a librarian(s) before the expiration of the term of appointment, the Administration's reasons for this judgment shall be put in writing and presented to the librarian(s) affected, the Faculty Senate, and to the AAUP at least sixty (60) days before the Administration makes a recommendation for discontinuation to the Board of Trustees. Should these groups wish to have representation, make arguments, or present materials to the Board prior to or at the time of this recommendation, they may do so.

13. The arguments which the Administration may use in its recommendations, and the reasons which the Board shall consider, shall be based entirely on the consideration that the long-range mission of the library systems as a whole, and the educational mission of the University will be enhanced by the discontinuation. The reasons shall not be primarily based on possible financial advantages which might accrue should the discontinuation occur.

14. After receiving the Administration's recommendations and reasons and the response, if any from the AAUP, the Faculty Senate, and/or the librarian(s) in the library which it is proposed to discontinue, the Board may either decide to drop the matter, or it may decide that probable cause for discontinuation exists. In the latter case, a Committee shall be elected by librarians who are members of the Bargaining Unit with full authority to consider the Administration's recommendation. The AAUP shall have the right to appoint one non-voting member to the Committee and the librarian(s, in the library proposed for discontinuation may select one non-voting member to the Committee.

15. Before final recommendations are made with respect to the discontinuation of a library, the Committee shall consult with the faculty members in the department or college affected by the discontinuation of the library.

16. The Committee shall investigate at least each of the following issues:

A. the historical role and contribution of the library in the library systems' mission, the circumstances which may have altered that role, and the uniqueness of the collection;

B. the dependence of academic units and/or other libraries on the services of the library proposed for discontinuation;

C. the profile of ages, length of service and terms of appointment of the librarian(s) affected and an estimate of their possible usefulness elsewhere within the University;

D. stature of the library department and possible consequences to the academic stature of the University through discontinuation; and

E. possible arrangements for phasing out the library as an alternative to abrupt discontinuation.

17. The Committee shall have sixty (60) days to complete this investigation and to make a final recommendation to the librarians who are members of the Bargaining Unit. In this final recommendation, the Committee shall address itself to the original reasons given by the Administration, and shall also include statements regarding each of the above issues, and any others the Committee shall find relevant. The Board may grant the Committee additional time if it finds it desirable.

The librarians who are members of the Bargaining Unit shall have twenty-one (21) days within which to consider the recommendation and to vote its acceptance or rejection of the recommendation. The Committee's report and its recommendation shall be written and shall be transmitted to the Board with an indication of the vote on acceptance or rejection of the report. Should the Board, upon receipt of this report, wish to proceed with a consideration for discontinuation, it shall both discuss the issues involved and arrive at its decision at a public meeting at which all interested parties shall be afforded the opportunity to express their points of view. A recommendation of discontinuation not supported by the Committee or the librarians who are members of the Bargaining Unit shall be made effective only if supported by a majority of the entire membership of the Board.

18. Should discontinuation of a library be effected, normal attrition should be used to terminate librarians in the first phases insofar as possible. Librarians with term appointments in a library which has been discontinued shall be released before librarians in that library who hold continuous appointments.

19. If an appointment is terminated, the librarian shall receive salary or notice in accordance with the following schedule: At least three months, if the final decision is reached by March 1 (or three months prior to the expiration) of the first year of service; at least six months, if the decision is reached by December 15 of the second year (or after nine months but prior to eighteen months) of service; at least one year, if the decision is reached after eighteen months of service; provided, nevertheless, that no salary or notice is required beyond the term to which the librarian has most recently been appointed.

A librarian with a continuous appointment with less than ten (10) years of full-time service will be permitted to complete the current year and, in addition, be given salary or notice for one (1) additional year. A librarian with a continuous appointment with ten (10) or more years of full-time service at the University will be permitted to complete the current year and, in addition, be given salary or notice for two (2) additional years. Regardless of any contrary provisions of this Article, no salary or notice shall be required to be paid or given beyond a librarian's normal retirement date

20. Before terminating a librarian holding a continuous appointment or librarian prior to the expiration of the term of appointment because of the discontinuation of a library, the University shall endeavor to place the affected librarian in another suitable position in the University. If placement in another suitable position would be facilitated for a librarian holding a continuous appointment by a reasonable period of training available at the University (not to exceed the required notification period referred to in paragraph 19 above) such training will be offered provided that no such period of training shall be required if the librarian is within three (3) years of his or her normal retirement age. Such training shall take place within the notification period referred to in paragraph 19 above, or at the University's option, after such period, in which event, financial support will be proffered.

21. A librarian may appeal a proposed relocation or termination resulting from the discontinuation of a library and shall have the right to a full hearing by the Librarians Grievance Committee and the University Faculty Grievance Committee, subject to ultimate review by the Board.

22. If an appointment is terminated before the end of the period of an appointment, or if a librarian with continuous appointment is terminated because of the discontinuation of a library, the University may not fill a position in the specialty of a librarian who has been released for a period of two years from the date of termination of service if the librarian is on a term appointment or for a period of five years from the date of termination of service if the librarian has a continuous appointment and is more than one year below his or her normal retirement age at the time of offer of re-appointment, unless the released librarian has been offered reappointment and has

been given at least thirty (30) days within which to accept or decline the reappointment. A librarian with a continuous appointment thus recalled shall be recalled with full rights of continuous appointment.

ARTICLE 30
INSTITUTIONAL RESPONSIBILITIES

1. The University recognizes that an adequate working environment and supporting services are necessary for effective teaching, learning, and research. Therefore, within the limit of available resources:

A. *Adequate Facilities*

The University shall make a good faith effort to provide to each faculty member space and facilities adequate for effective and safe teaching, research, advising and all other activities necessary to his or her academic discipline.

B. *Libraries*

The University recognizes its research mission and shall make a good faith effort to provide a library system responsive to faculty and student needs consistent with standards of quality recognized at a national level.

C. *Supplies and Equipment*

The University recognizes the need for adequate budgets in units for supplies and equipment. The University shall make good faith efforts to increase these budgets at a rate which will meet inflationary increases.

D. *Student Financial Aid*

The University recognizes the need for adequate budgets for student financial aid, including graduate assistantship stipends. The University shall make good faith efforts to improve these budgets.

E. *Support Personnel*

The University recognizes the need for adequate budgets for support personnel providing services with 12 academic units. The University shall make good faith efforts to improve these budgets of the academic units.

F. *Parking, Dining, Meeting Space*

The University shall endeavor to provide a reasonable environment to faculty in general by making a good faith effort to ensure (1) adequate parking spaces; (2) that at each campus there shall be cafeteria

service and a separate faculty dining room; (3) no discriminatory food surcharges; (4) substantial faculty involvement in the decision to renew food service contracts to vendors serving faculty in the faculty dining room area; and (5) adequate meeting rooms.

2. The Provisions of this Article are not subject to the grievance and arbitration procedures of this Agreement.

3. The Office of the University Ombudsman is designated to monitor and report progress relative to this Article, to provide a forum where complaints in relation to this Article may be lodged and reviewed, and to attempt to resolve such complaints. On April 1 of each year the Ombudsman will present a complete report to the President. A copy of this report will be sent to the AAUP.

As evidence of this good faith effort, the President shall, at the Spring All-University Faculty Meeting, report to the faculty about the status of efforts to bring about improvements in each of these areas in the preceding academic year, and the outlook for possible improvements in the succeeding academic year.

ARTICLE 31
RIGHTS OF THE AAUP AS AGENT

1. The University agrees that all members in the Bargaining Unit shall have the right to organize freely, to join and to support the AAUP for the purpose of engaging in collective bargaining. There shall be no discrimination by the Board or Administration because of membership in the AAUP, nor shall any attempt be made to discourage membership in the AAUP.

2. Committees evaluating performance shall consider and credit service to the AAUP in the same manner as they consider and credit service to all other University committees.

3. The AAUP shall have free and reasonable use of campus mail services, bulletin boards, meeting rooms, classrooms and auditorium, subject to the same regulations established for other organizations recognized by the University.

4. The AAUP shall have the right to deposit monies with the University from time to time as the AAUP finds appropriate for the purpose of providing for purchases from the University Central Stores. The AAUP shall have the right to make purchases from the University Central Stores provided that the AAUP's account at the time of purchase has a positive net balance. The University agrees to provide the AAUP with a monthly statement of the status of this account.

5. The AAUP shall be afforded the privilege of contracting for University

services as may be contracted for by other campus groups or organizations, at the same cost regularly assessed other campus groups.

6. On or before September 30 of each year of this Agreement, the AAUP shall advise the University of the dates of regularly scheduled meetings of the AAUP for the academic year. Such dates shall be submitted by the University to members of the Administration with instructions that no Bargaining Unit member shall be required to attend any meeting which conflicts with such regularly scheduled AAUP meetings.

7. The AAUP shall be furnished with a copy of the minutes of each meeting of the Board of Trustees, and other public documents issued by the Board. Agenda of public meetings shall be made available to the AAUP at the same time as they are made available to faculty representatives to the Board.

8. During the term of this Agreement, the University shall make available for inspection to the AAUP, within a reasonable time after receiving a written request therefore, such requested information which is available, relevant and necessary for the administration of this Agreement, provided, nevertheless, that information need not be made available as to any matter as to which no final commitment or decision has been made by the University or as to anything involved in the University's decision-making processes, provided further that the foregoing is not intended to exclude the providing of raw data.

9. The University shall notify the AAUP within fifteen (15) days of the granting of academic leave or other leave to any member of the Bargaining Unit.

10. Within sixty (60) days after the ratification of this Agreement, the University will provide the AAUP copies of the A-124 form, *Recommendation for Action on Faculty and Administrative Appointments*, to show the current status of all Bargaining Unit members. Subsequently, until September 1, 1979, the University will promptly provide to the AAUP copies of the A-124 form which show all initial appointments, terminations, and change of Bargaining Unit membership for members in the Bargaining Unit. The University will also provide to the AAUP on November 1, February 1, and July 1 of the years covered by this Agreement, lists containing the current budgeted salaries of all Bargaining Unit members.

11. The University and the AAUP shall jointly and equally share the cost of printing copies of this Agreement. Not more than 5000 copies shall be printed, with the number to be determined jointly by the University and the AAUP. The AAUP will be provided with up to 2500 copies, the specific number within this limit to be specified by the AAUP, and the University will provide a copy of the Agreement to each new member of the Bargaining Unit within thirty (30) days of acceptance of appointment.

12. The University shall by June 1 of each year in which this Agreement is in effect provide to the AAUP a statement of student enrollments in classes taught by the

college for each college for the autumn quarter of the current academic year. The University shall also provide at the same time a statement of the full-time faculty positions which have existed in each college during the current academic year and which shall exist for the following year.

ARTICLE 32
DUES CHECK-OFF

1. The University will deduct from the salary of all members of the Bargaining Unit the AAUP's Chapter, Ohio Conference and National dues and/or the AAUP bargaining dues assessment, as the case may be, as are from time to time authorized, levied and collected from the general membership of AAUP upon the condition that AAUP furnish the University written authorization duly executed by members of the Bargaining Unit permitting such deductions. Such authorizations shall be in the form as hereinafter provided. The AAUP shall furnish the University with a list of persons who authorize such deductions with the amount to be deducted and the Social Security Number for each.

2. For calendar year 1978 and thereafter such deductions shall be made in six (6) equal monthly installments in the first six (6) months of the calendar year from the monthly salary due each member of the Bargaining Unit in such months. The University shall remit same to the AAUP no later than fifteen (15) days after the date of such deductions.

3. The University shall not be held liable to the AAUP by reasons of the requirements of this Article for the remittance of payment of any sum other than that constituting actual authorized dues or fee deductions made from University wages. The AAUP shall indemnify and hold the University harmless from any liability which might arise because of the improper deduction of dues and fees made in accordance with this Article.

4. In cases where a dues or fees deduction is made which a Bargaining Unit member may claim duplicates payment already made to the AAUP or where the Bargaining Unit member claims dues or fee deduction is not in conformity with the provisions of the By-Laws of the AAUP, the matter shall be resolved between the claimant and the AAUP, and a refund, if appropriate, shall be made by the AAUP.

PAYROLL DEDUCTION FORM

AUTHORIZATION FOR PAYROLL DEDUCTION OF ASSOCIATION DUES

I hereby request and authorize the University of Cincinnati to deduct from my monthly salary in the first six months of the calendar year in six (6) equal installments the AAUP Cincinnati Chapter dues, AAUP Ohio Conference dues, AAUP National dues, AAUP Cincinnati Chapter Bargaining Dues Assessment, or the Bargaining Assessment, whichever is checked below, as are from time to time in effect.

	Check Those to be Deducted
AAUP Cincinnati Chapter Dues, Ohio Conference Dues, National Dues and Bargaining Dues Assessment	_____
Bargaining Dues Assessment only	_____

I further authorize the University to remit such dues to the AAUP at such times and in such manner as may be agreed upon by the University of Cincinnati and the AAUP at any time while this authorization is in effect.

I hereby waive all rights and claims for said monies paid in accordance with this authorization.

I voluntarily authorize this deduction but reserve the right to revoke this request effective on any anniversary date of this authorization, by written notice within thirty (30) days prior thereto, to the AAUP Cincinnati Chapter and the Payroll Office, University of Cincinnati.

Name_____ Social Security Number _____

Home Address_____ Home Phone _____

City_____ State_____ Zip Code _____

College_____ Loc. No._____ Department _____

Classification (Title/Position)_____ Date Hired _____

Signature_____ Date _____

ARTICLE 33
DISPUTES AND ARBITRATION

The provisions of this Article shall be applicable to the interpretation, application, or alleged violations of any of the following provisions of this Agreement: Article 1, Recognition and Description of Bargaining Unit; Article 9, Compensation (except as to the distribution within college of merit increases); Article 11, Minimum Salary; Article 12, Overloads, Extra Compensation; Article 13, Medical Insurance; Article 14, Health Maintenance Plan; Article 15, Dental Insurance; Article 16, Life Insurance; Article 17, Disability Insurance; Article 18, Retirement Program; Article 19, Additional Compensation; Article 22, Sick Leave; Article 25, Released Time; Article 27, Governance of the University; Article 31, Rights of the AAUP as Agent: Article 32, Dues Check-Off; Article 35, Decertification; Article 39, Duration and Amendment. The Provisions of this Article are also applicable to disputes between the parties as to the procedural requirements of the following articles: Article 4, Affirmative Action Plans; Article 5, Academic Appointments and Tenure; Article 6, Promotion, Tenure and Reappointment; Article 7, Initial Faculty Appointments; Article 8, Academic Department Heads; Article 20, Academic Leave and Special Duty Assignments; Article 21, Professional and Personal Leave; Article 24, Professional Travel; Article 26, Grievance Procedure; Article 28, Retrenchment Under Conditions of Financial Exigency; Article 29, Termination Because of Discontinuation of a Program, Department, College or Library; Article 33, Disputes and Arbitration; Article 34, Maintenance of Practices.

It is the intention of the parties to use their best efforts informally to resolve any disputes within the purview of this Article. In the event that such dispute is not resolved informally, formal notice of such dispute, if raised by the AAUP, shall be presented in writing to the Senior Vice President and Provost (Senior Vice President and Director of the Medical Center for the Colleges of Medicine, Pharmacy and Nursing and Health) and if by the University, to the President of the AAUP. Such written notice of dispute shall be given within sixty (60) days after the circumstances giving rise to the dispute should have been known unless the parties agree in writing to extend the time. A response shall be made by the other party in writing within ten (10) days after written notification of dispute.

In the event that the parties have not resolved the dispute within thirty (30) days after the giving of formal notice of same, then either party may demand arbitration. Such demand for arbitration shall be made no later than ten (10) days after the end of such thirty (30) day period and if such demand is not given as provided herein, the right to arbitration shall be waived. The party demanding arbitration shall accompany such demand with the name of an arbitrator appointed by it. The other party shall, within ten (10) days of such arbitration demand, advise the other party of the name of the arbitrator chosen by it. The two arbitrators so selected shall meet and endeavor to resolve the dispute. In the event they are unable to do so within ten (10) days, the two arbitrators shall then select a third arbitrator. If the two arbitrators are unable to

agree on a third arbitrator within seven (7) days, either party may request the American Arbitration Association for a panel of arbitrators, each of whom shall be a member of the National Academy of Arbitrators. The third arbitrator shall be selected and the arbitration shall proceed pursuant to the Voluntary Labor Arbitration Rules of the American Arbitration Association.

The decision of the two arbitrators or the three arbitrators, as the case may be, shall be final and binding on the parties. The arbitrators, however, shall be bound by the language contained in this Collective Bargaining Agreement and their sole authority shall be to interpret this Agreement.

The fees and expenses of each arbitrator appointed by the AAUP or the University shall be borne solely by the party appointing such arbitrator. All other costs of arbitration shall be borne equally by the University and the AAUP.

Any time limit may be extended by mutual agreement between the parties in writing for a mutually agreed upon period of time.

The matter of whether the procedures and time limits of any Article have been followed shall be considered as a procedural issue.

Paragraph 4 of Article 34, Maintenance of Practices, or any change or discontinuance of a Rule of the Board of Trustees claimed to be in violation of paragraph 2 of said Article shall be subject to arbitration as provided in the first sentence of this Article.

ARTICLE 34
MAINTENANCE OF PRACTICES

1. The parties recognize that a collective bargaining agreement is a legally binding contract and that not all relationships between faculty and administration are necessarily best resolved by legal contract.

2. The parties further recognize that practices and policies of general application have developed over a period of years and are set forth in writing in the Rules of the Board of Trustees. Accordingly, it is agreed that the policies of the University set forth in such Rules and applicable to Bargaining Unit members shall be continued during the life of this Agreement; provided, however, that such policies are not in conflict with the provisions of this Agreement. Except as prohibited by law it is further agreed that to the extent that such policies are in conflict with this Agreement, the Board of Trustees, by adopting this Agreement, shall be deemed to have amended its regulations to conform to the provisions of this Agreement.

3. The Rules of the Board of Trustees shall not be subject to the grievance procedure set forth in this Agreement; however, issues concerning whether or not such

written policies are being followed in particular instances will be subject to the Grievance Procedure set forth in Article 26.

4. The Board of Trustees and the Administration shall not take any action during the life of this Agreement applicable to Bargaining Unit members which would reduce any of the following financial benefits which are not required by law or by other provisions of this Agreement:

A. remission of tuition or fees;

B. bookstore discounts; or

C. ticket discounts.

ARTICLE 35
DECERTIFICATION

The University's recognition of the AAUP as set forth in Article 1, Recognition and Description of Bargaining Unit, of this Agreement shall continue unless and until the AAUP is decertified by means of the following procedure:

1. A petition supported by at least 30% of the members of the Bargaining Unit shall be filed with the University requesting a decertification election. Such petition and supporting documents shall be filed with the Secretary to the Board of Trustees not earlier than June 1, 1979, nor later than June 30, 1979. The Secretary shall immediately notify the President of the AAUP of such filing. The decertification petition and supporting documents shall be checked against the then current list of Bargaining Unit members by the administrator of the Cincinnati Regional Office of the American Arbitration Association or his designee for verification of the fact that it has been signed by the required number of Bargaining Unit members. His determination shall be binding on all parties.

2. If a timely decertification petition is filed a decertification vote shall be held during the third or fourth week of the following autumn quarter.

3. Rules of the election shall be essentially the same rules as those utilized in the vote held in November 1974, at which time the AAUP was selected as the bargaining representative.

4. In order for the vote to be considered valid, not less than 50% of the Bargaining Unit must vote.

ARTICLE 36
AGREEMENT CONSTRUCTION

The article or paragraph titles throughout this Agreement are merely editorial identifications of their related text and do not limit or control that text.

ARTICLE 37
TOTALITY OF AGREEMENT

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining; and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the University and the AAUP, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though said subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement; provided, however, that nothing herein contained shall be interpreted as precluding the right of the parties, assuming mutual agreement, to negotiate on any such subjects or matters which develop after entering into this Agreement; and provided further, that nothing herein contained shall be construed to limit the matters which are subject to collective bargaining between the parties in the future.

ARTICLE 38
SAVINGS AND SEPARABILITY

In case any provision in this Agreement or part thereof is for any reason held to be illegal or invalid, such illegality or invalidity shall not affect the remainder of this Agreement which shall be construed and applied as if such provision or part thereof, to the extent invalid or illegal, were not contained therein, and each other provision or part thereof shall remain in full force and effect; provided, however, that if requested by either of them, the parties shall, if possible, negotiate a substitute provision for any provision or part thereof held to be illegal or invalid.

ARTICLE 39
DURATION AND AMENDMENT

This Agreement shall continue in full force and effect to and including August 31, 1979. The Agreement shall continue in effect from year to year thereafter unless either party notifies the other in writing not less than ninety (90) days prior to the expiration date that a modification or termination of the Agreement is desired. Should either party to this Agreement serve such notice upon the other party the University and the AAUP shall meet for the purpose of negotiation and shall commence consideration of proposed changes or modification in the Agreement not less than sixty (60) days prior to the expiration of the Agreement.

If pursuant to such negotiations, an agreement on the renewal or modification of this Agreement is not reached prior to the expiration date, this Agreement shall continue in effect unless terminated by either party upon seven (7) days written notice to the other; provided, however, that in any event the recognition of the AAUP shall continue in accordance with Article 35, Decertification.

DEFINITIONS

AAUP shall mean the University of Cincinnati Chapter of the American Association of University Professors.

ACADEMIC UNIT shall mean the smallest academic unit of which a member of the Bargaining Unit is a member, whether a department, college, school, institute, or other unit.

ACADEMIC UNIT HEAD shall mean the chief administrative officer of an academic unit, whether called department head, department chairperson, dean or otherwise designated.

ADMINISTRATION shall mean the President of the University of Cincinnati or his representative(s) designated for the purpose.

BARGAINING UNIT shall mean the group of faculty members and librarians described in Article 1 of this Agreement.

BASE SALARY shall mean that salary to which a Bargaining Unit member is entitled by virtue of his or her appointment, and shall not include compensation earned through overload teaching, Summer Session, or Evening College. In those colleges or departments which operate on a four-quarter basis, base salary for Bargaining Unit members obligated to teach on a seven out of eight quarter basis shall signify their three-quarter Academic Year Salary.

BOARD shall mean the Board of Trustees of the University of Cincinnati.

LIBRARY shall mean any library which exists as a separate physical entity with one or more staff.

LIBRARY ADMINISTRATOR shall mean Dean, Vice Provost for University Libraries, Director of the Medical Center Libraries, or Head Law Librarian.

LIBRARY DEPARTMENT shall mean an organized function within a library with one or more staff and a Department Head; e.g., Acquisitions Department, History of Health Sciences, Cataloging.

LIBRARY SYSTEM shall mean one or more libraries reporting to one administrator; the largest group of libraries not reporting to another librarian, i.e. University Libraries, Medical Center Library, College of Law Library.

LIBRARY UNIT shall mean the smallest unit recognized as part of the library system. A specific function within a library department with one or more staff and, usually, a Unit Head, e.g., Accounting Unit in Acquisitions, Labeling Unit in Cataloging, Manuscripts in Special Collections, Library Division at the Medical Center Library.

PRESIDENT shall mean the President of the University of Cincinnati.

TIME LIMITS–All references in this Agreement to time periods of ten (10) days or less shall be deemed to be exclusive of Saturdays, Sundays, and Legal Holidays. In this Agreement all references to time periods in excess of ten (10) days shall be calendar days.

UNIVERSITY shall mean the corporate entity administered under the authority of the the Board of Trustees of the University of Cincinnati.

YEAR shall mean the academic year unless otherwise designated.

MEMORANDUM OF UNDERSTANDING

Professor David Hartleb, President
Cincinnati Chapter of the AAUP
205 Old Commons Building
University of Cincinnati
Cincinnati, Ohio 45221

Dear Professor Hartleb:

During the course of negotiations the Administration and AAUP reached an understanding regarding the interpretation and implementation of several aspects of the Agreement. The following represents the understandings:

1. *Overload*: Overload teaching shall be permitted only in emergency situations. In such cases extra payment to the faculty member involved will be made in accordance with the schedule provided in Article 12.

2. *Academic Leaves, Study or Research Leaves for Librarians and Special Duty Assignments*: The present policy of the University of Cincinnati with regard to academic and special leaves and special duty assignments is that in the usual case the budget of an academic unit is not reduced because of the granting of academic leave, special leave, or special duty assignment to a member of the unit. Accordingly, the base salary of the person on leave or special assignment is generally available to the academic unit for making arrangements for covering the instructional duties of the faculty member on leave, for purposes which contribute to faculty development, or for other purposes which better enable the unit to perform its academic mission. It has also been the policy of the University of Cincinnati that no faculty member is granted academic leave, special leave or special duty assignments unless the Department Head and the Dean are satisfied that no essential course will be cancelled as a result of granting the leave.

It is our intent to continue the above policy with regard to academic leaves, professional leaves, personal leaves, special leaves, special duty assignments, and study and research leaves for librarians.

3. *Appointment of a Cost Study Committee*: As soon as practicable following the execution of the Agreement, a Cost Study Committee consisting of three representatives appointed by each of the parties shall meet and attempt to ascertain and agree upon the total cost in general funds to the University of the increases in compensation and the additional fringe benefits provided in the Agreement. The Committee shall report its findings to the AAUP and Administration not later than April 1, 1978.

4. *Merit Increase Payments:* The University shall endeavor to pay the merit increases awarded to Bargaining Unit members in accordance with Article 9, Section 1 and Section 3 on February 1, 1978.

It is the understanding of the two parties to this Agreement that for the purposes of allocation and distribution of merit pay increases under Article 9, Section 1, faculty members and librarians at Raymond Walters College shall be considered together as members of one unit; the same shall be true for Clermont College and for the College of Law.

5. *Tuition Remission for Librarians:* The present policy of the University of Cincinnati with regard to tuition remission for faculty members shall be applicable to librarians who are members of the Bargaining unit.

6. *Survivor Insurance Premiums:* The University agrees that the individual Bargaining Unit member's contribution for survivor benefits as provided in Article 18 shall not exceed the current premium rate of 2.3% on first $16,500 of base salary. The University will assume premium costs above the 2.3% on first $16,500 of base salary.

7. *Eligibility of Librarians for University Faculty Grievance Committee:* It is the understanding of the parties to this Agreement that librarians who are members of the Bargaining Unit shall be eligible for election to the University Faculty Grievance Committee. Librarians also shall be eligible to vote in the election of members to the University Faculty Grievance Committee in accordance with Article 26, Section 2(D).

8. *1977-78 Salary Increase for Faculty in the College of Medicine:* It is the understanding of the parties to this Agreement that for Bargaining Unit members in the College of Medicine the date for determination of eligibility for 1977-78 salary increases in accordance with Article 9, Section 1 (A, and Article 10 shall be April 30, 1977.

Sincerely,
Eugene Bonelli
Chairman, University Negotiating Team

SIGNATORY TO AGREEMENT

UNIVERSITY OF CINCINNATI

Charles M. Barrett

Charles M. Barrett
Chairman, Board of Trustees

Henry R. Winkler

Henry R. Winkler
Acting President

ATTEST:

Lawrence C. Hawkins

Lawrence C. Hawkins
Secretary, Board of Trustees

December 6, 1977

UNIVERSITY OF CINCINNATI CHAPTER OF THE AMERICAN ASSOCIATION OF UNIVERSITY PROFESSORS

David F. Hartleb

David F. Hartleb
President

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